



County of Los Angeles CHIEF EXECUTIVE OFFICE

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(213) 974-1101
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WILLIAM T FUJIOKA
Chief Executive Officer

June 24, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**DEPARTMENT OF COMMUNITY AND SENIOR SERVICES: ACCEPTANCE AND
APPROVAL OF ESTIMATED FISCAL YEAR (FY) 2008-09 WORKFORCE
INVESTMENT ACT ADULT AND DISLOCATED WORKER PROGRAM FUNDS
(ALL SUPERVISORIAL DISTRICTS AFFECTED) (3 VOTES)**

SUBJECT

This Board Letter requests approval for Department of Community and Senior Services (CSS) to take the following actions: 1) accept FY 2008-09 Workforce Investment Act (WIA) Adult and Dislocated Worker grant funds; 2) accept future two year WIA Adult and Dislocated Worker (ADW) grant funds from the State Employment Development Department (EDD); 3) enter into contracts with 13 WorkSource Centers and five Regional Workforce Groups (RWGs); and 4) negotiate and execute contract amendments. The ADW program is operated through the WorkSource Centers that function as a one-stop point of entry for eligible job seeking participants and provide workforce development system services to increase participant entry into jobs, employment retention, wage earnings, and occupational skill attainment.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of CSS, or designee, to accept up to \$17,718,492 in Fiscal Year (FY) 2008-09 Workforce Investment Act (WIA) ADW grant funds from the State EDD and execute all required documents with EDD for the provision of WIA job-related employment, placement, and training services to the residents of Los Angeles County.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

2. Authorize the Director of CSS, or designee, to accept future two year WIA ADW grant funds from the State EDD for delivery of WIA job-related employment and training program services, effective July 1, 2009 through June 30, 2011.
3. Authorize the Director of CSS, or designee, to accept funding augmentations or reductions from EDD and to adjust accordingly based on the final allocation, provided that CSS notifies the Board of Supervisors and the Chief Executive Office (CEO) in writing within ten working days of acceptance of funds.
4. Authorize the funding in the amount of \$75,000 for Hub Cities under the WIA Title I ADW program grant, to operate I-TRAIN (Intrastate Training Resource and Information Network) for individual referrals to classroom training.
5. Delegate authority to the Director of CSS, or designee, to negotiate and execute contracts, in substantially similar form to Attachment A, with the eight WorkSource Centers (Antelope Valley Workforce Development Consortium; Career Planning Center; City of Palmdale; El Proyecto del Barrio; Jewish Vocational Service; Los Angeles Community College District; Los Angeles Urban League – Pomona; Managed Career Solutions, Inc.) and the one Workforce Investment Board (WIB) (City of Pasadena – Foothill WIB), also listed in Attachments B and C, in the amounts indicated, for the provision of WIA employment and training programs, and to incur costs effective July 1, 2008 through June 30, 2009, with the option to extend the term for up to two additional years. The contract costs are fully financed using WIA ADW funding.
6. Delegate authority to the Director of CSS, or designee, to negotiate and execute contracts, in substantially similar form to Attachment A, with the four recently procured WorkSource Centers (Arbor Employment and Training; Chicana Service Action Center; Goodwill Industries, and Los Angeles Urban League – South Central) also listed in Attachments B and C, in the amounts indicated, for the provision of WIA employment and training programs, and to incur costs effective July 1, 2008 through June 30, 2011, with the option to extend the term for up to two additional years. The contract costs are fully financed using WIA ADW funding.
7. Delegate authority to the Director of CSS, or designee, to enter into WIA funding agreements, after County Counsel approval as to form, with the five Regional Workforce Groups (RWGs) listed in Attachments B and C, and to incur costs effective July 1, 2008 through June 30, 2009, with the option to extend the term for up to two additional years.

8. Delegate authority to the Director of CSS, or designee, to negotiate and execute contract amendments and/or RWG funding amendments to increase or decrease contract amounts based on contractor performance and availability of funding, after County Counsel approval as to form, provided that: approvals of County Counsel and the CEO are obtained prior to any such amendment; and the Director of CSS confirms in writing to the Board of Supervisors and the CEO within 30 days after execution that such amendments have been executed.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The County of Los Angeles has been designated by the State as a Local Workforce Investment Area (LWIA) for the purpose of administering WIA programs.

For FY 2008-11, the County of Los Angeles anticipates an award of \$53,155,476 in WIA ADW grant funds. The recommended actions will provide CSS with the authority to accept FY 2008-11 WIA ADW program funding and execute contracts for the provision of services for the WIA ADW programs through FY 2008-09 for the eight WorkSource Centers and one WIB. Additionally, these funds will be used to execute contracts for Chicana Service Action Center, Goodwill Industries, Los Angeles Urban League-South Central, and Arbor E&T through FY 2008-11.

In addition, the recommended action will enable Southeast Area Social Services Funding Authority to provide WIA ADW services for the City of Paramount through FY 2008-09, with the option to extend the term for up to two additional years.

Implementation of Strategic Plan Goals

The recommended actions support the Countywide Strategic Plan Goal 1: Service Excellence.

Performance Measures

Performance evaluations are based on the measures established by WIA and are aligned with the County's *Performance Counts!* Initiative.

The two performance outcomes to be tracked are: 1) unsubsidized placement into employment, and 2) job retention.

FISCAL IMPACT/FINANCING

The cost of the WIA ADW program is projected at \$17,718,492 for FY 2008-09. The total service providers' amount of \$13,793,951 is being allocated to the 18 service providers, of which \$3,487,503 is being allocated to the four recently procured service providers, with the balance to be used for CSS administrative and programmatic costs. There is no impact on the County general fund, as the WIA ADW program is fully financed by WIA Title I ADW funding. Funding for this program has been included in the Department's FY 2008-09 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

WorkSource Centers

The WorkSource Centers provide mandated services including core, intensive, and training services. Core services are available to a universal population and include, but are not limited to: comprehensive counseling; assisted job search; program eligibility determination; and referral information. Intensive services include comprehensive and specialized assessment of skill levels and service needs, diagnostic testing, in-depth interviewing, and evaluation to identify employment barriers, development of an individual employment plan, group counseling, individual counseling and career planning, case management and short-term pre-vocational services. Training services are available for low-income or dislocated workers that qualify under WIA for training and have not attained employment through core or intensive services. WorkSource Center funding is based on availability of funding and a formula of need in the service communities. The continuation of the WorkSource Centers' delivery concept ensures that the County WIA meets the requirements of WIA.

RWGs

The RWGs consist of one municipality and four joint powers authorities, in one case with member cities, established by various cities within Los Angeles County. These RWGs operate WorkSource Centers, which were grandfathered into the LWIA by the WIB.

On June 15, 2004, your Board approved the RWG Agreement, a non-financial agreement between the RWGs, the WIB, and the County, which provides that annual funding of WIA funds will be awarded to each RWG pursuant to the same funding formula through which the State allocates funding to the County. The five RWGs being recommended for funding serve four of the five Supervisorial Districts.

CONTRACTING PROCESS

The WIB grandfathered all existing WorkSource Centers into the LWIA in accordance with the WIA, which allows the local board WIB, chief elected official Board of Supervisors, and the Governor to approve the continuance of one-stop centers in a one-stop delivery system established prior to the enactment of WIA. This excludes the following WorkSource Centers: Arbor Education and Training/East Los Angeles WorkSource Center, the Los Angeles Urban League-South Central WorkSource Center and Goodwill Industries of Southern California/Central San Gabriel Valley WorkSource Center, which were awarded pursuant to a Request for Proposal (RFP) process, which was submitted as part of the local five-year plan (as required by the WIA) and approved by the WIB, Board of Supervisors and the Governor of the State of California.

On February 28, 2008, CSS released the ADW RFP to procure WorkSource Centers to administer and operate the Centers in East Los Angeles, South Los Angeles, and Central San Gabriel Valley. Five proposals were received, and in May 2008, four successful bidders were selected as a result of the competitive solicitation process.

The RWGs will be awarded funding agreements in accordance with the RWG agreement that was approved by your Board on June 15, 2004.

Monitoring Requirement

Beginning with FY 2003-04, CSS contracted with the Auditor-Controller to conduct fiscal and contract compliance monitoring of all of its WIA contractors. CSS is responsible for ensuring, through its resolution process that the reported monitoring findings are resolved and training is provided to contractors, if necessary, and/or program policies are developed.

Attachment D provides information about each contractor's status with regard to minority and women-owned business enterprises.

The Los Angeles County WIB has approved these recommendations.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will allow for the continued provision of workforce investment services to jobseekers and employers within Los Angeles County.

The Honorable Board of Supervisors
June 24, 2008
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CONCLUSION

Upon Board approval, please mail one copy of the adopted Board letter and its attachments to Ms. Tina Hoang, CSS, 3175 West Sixth Street, Room 307, Los Angeles, CA 90020. Ms. Hoang may be reached at (213) 738-2641.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:MS
GP:RG:cvb

Attachments

c: Raymond G. Fortner, Jr., County Counsel
Wendy L. Watanabe, Acting Auditor-Controller

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES



AND

NAME OF CONTRACTOR

**ADULT AND DISLOCATED WORKER CONTRACT
(Services)**

Community and Senior Services (CSS)
Contracts Management Division
3175 West Sixth Street
Los Angeles, California 90020

March 2008

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
WORKFORCE INVESTMENT ACT (WIA)
ADULT AND DISLOCATED WORKER PROGRAM

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EXHIBIT A: WIA Adult and Dislocated Worker Statement of Work

EXHIBIT B (A): WIA Adult Budget

EXHIBIT B (DW): WIA Dislocated Worker Budget

EXHIBIT C (A): WIA Program Required Matrix – Adult Program

EXHIBIT C (DW) WIA Program Required Matrix – Dislocated Worker Program

EXHIBIT D: ATTACHMENTS

Attachment I	CONTRACTOR'S Administration
Attachment II	COUNTY'S Administration
Attachment III	Charitable Contributions Certification
Attachment IV	IRS Notice 1015 (Internal Revenue Service)
Attachment V	County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application For Exception (Jury Service Program)

Attachment VI	Safely Surrendered Baby Law Fact Sheet
Attachment VII	CONTRACTOR'S Equal Employment Opportunity (EEO) Certification
Attachment VIII	CONTRACTOR Employee Acknowledgement and Confidentiality Agreement
Attachment IX	CONTRACTOR Non-Employee Acknowledgement and Confidentiality Agreement
Attachment X	Auditor-Controller Contract Accounting and Administration Handbook
Attachment XI	User Complaint Report (UCR)
Attachment XII	Cost Allocation
Attachment XIII	Joint Revenue Disclosure
Attachment XIV	CONTRACTOR'S Obligations As A "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
Attachment XV	Fixed Assets/Equipment Purchase Requirements
Attachment XVI	Inventory Control Form
Attachment XVII	Certification Regarding Debarment, Suspension and Other Responsibility Matters, Primary Covered Transactions
Attachment XVIII	Administrative Directive/Limited English Proficiency Clients
EXHIBIT E:	WIA Memorandum(s) of Understanding and/or Resource Sharing Agreement(s)

Contract Number: _____

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
WORKFORCE INVESTMENT ACT (WIA) ADULT AND DISLOCATED WORKER SERVICES
CONTRACT**

This Contract is made and entered into this 1st day of **July 2008**, by and between the County of Los Angeles (hereinafter referred to as "COUNTY") and **NAME OF CONTRACTOR**, located at **ADDRESS OF CONTRACTOR** (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, the Workforce Investment Act of 1998, as defined by Public Law 105-220 ("WIA"), provides Federal funds to COUNTY to implement the Workforce Investment Act Adult and Dislocated Worker Programs ("Program"), the purpose of which is to provide basic skills, workforce readiness, occupational training, job search and job placement services to low-income adults of Los Angeles County with one or more barriers to employment; and

WHEREAS, the COUNTY and the State of California Employment Development Department (EDD) became parties to a Workforce Investment Act Subgrant Agreement ("WIA Subgrant") on April 1, 2006, pursuant to Public Law 105-220, to provide WIA job-related employment, placement, and training services in furtherance of WIA; and

WHEREAS, in accordance with WIA, COUNTY has established and maintains a Workforce Investment Board (WIB) to provide policy guidance and oversight with respect to activities under the job training plan for COUNTY, in partnership with the Board of Supervisors of the County of Los Angeles ("Board of Supervisors" and also known as Chief Local Elected Official - CLEO); and

WHEREAS, on _____, the Board of Supervisors authorized CSS to enter into an agreement with CONTRACTOR for the purpose of providing workforce readiness, job training, job search, and job placement services to residents of Los Angeles County; and

WHEREAS, CONTRACTOR desires to participate in said Program and has warranted its qualification to provide services set forth in this Contract.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Contract and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 21.0, "Contract Modifications/Amendments" and signed by both parties.
- 1.2 Attachments I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII and XVIII set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, and any amendment thereto, the Statement of Work, Exhibits, and Attachments, or among Exhibits and Attachments, said conflict or inconsistency shall be resolved by giving precedence as follows: 1) the Contract, and any amendment thereto; 2) the WIA Adult and Dislocated Worker Statement of Work (Exhibit A); 3) WIA Adult and Dislocated Worker Budgets (Exhibit B); 4) WIA Program Required Matrix – Adult and Dislocated Worker Programs (Exhibit C); 5) WIA Memorandum(s) of Understanding and/or Resource Sharing Agreement(s) (Exhibit E); 6) followed by the Attachments in Exhibit D according to the following priority:

Attachment I.	CONTRACTOR'S Administration
Attachment II.	COUNTY'S Administration
Attachment III.	Charitable Contributions Certification
Attachment IV.	IRS Notice 1015 (Internal Revenue Notice)
Attachment V.	County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application For Exception (Jury Service Program)
Attachment VI.	Safely Surrendered Baby Law Fact Sheet

- Attachment VII. CONTRACTOR'S Equal Employment Opportunity (EEO) Certification
- Attachment VIII. CONTRACTOR Employee Acknowledgement and Confidentiality Agreement
- Attachment IX. CONTRACTOR Non-Employee Acknowledgement and Confidentiality Agreement
- Attachment X. Auditor-Controller Contract Accounting and Administration Handbook
- Attachment XI. User Complaint Report (UCR)
- Attachment XII. Cost Allocation
- Attachment XIII. Joint Revenue Disclosure
- Attachment XIV. CONTRACTOR'S Obligations As A "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- Attachment XV. Fixed Assets/Equipment Purchase Requirements
- Attachment XVI. Inventory Control Form
- Attachment XVII. Certification Regarding Debarment, Suspension and Other Responsibility Matters, Primary Covered Transactions
- Attachment XVIII. Administrative Directive/Limited English Proficiency Clients (pending)

1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. "Contract": Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A, and any addendum thereto.
- B. "CONTRACTOR": The sole proprietor, partnership, or corporation that has entered into this Contract with the COUNTY to perform or

execute the work covered by Exhibit A, WIA Adult and Dislocated Worker Statement of Work, and any addendum thereto.

- C. "COUNTY'S Contract Management Manager" (CMM): Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract.
- D. "COUNTY'S Contract Compliance Manager" (CCM): Person designated by COUNTY with authority for oversight of monitoring activities, compliance with the requirements of this Contract, and the delivery of services.
- E. "Day" or "Days": Calendar day(s) unless otherwise specified.
- F. "CSS": COUNTY'S Department of Community and Senior Services
- G. "Director": COUNTY'S Director of its Department of Community and Senior Services or her/his authorized designee.
- H. "Fiscal Year(s)": The twelve (12) month period beginning July 1st and ending the following June 30th.
- I. "Program": The State or Federal grant program(s) under which Contractor receives funds under the terms of this Contract and hereby agrees to provide services in accordance with relevant State and/or Federal law, regulations and guidelines during the term of this Contract.
- J. "Subcontract": A contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.
- K. "SBA:" The federal Small Business Administration.
- L. "Solicitation:" The COUNTY's process to obtain bids or proposals for goods and services.

2.0 ACQUISITION OF EQUIPMENT

- 2.1 CONTRACTOR shall obtain at least three (3) bids in writing prior to purchasing equipment over \$5,000 per unit in value as approved in the WIA Adult and Dislocated Worker Budgets (Exhibit B), and any addendum thereto, and must purchase from the lowest bidder, unless a written waiver is requested by the CONTRACTOR and approved by the COUNTY in writing.

- 2.2 Any purchase of equipment in the amount of \$5,000 or more per unit shall require prior written approval by the COUNTY and the State.
- 2.3 All equipment costing over \$5,000 and having a life expectancy of more than one (1) year shall be properly identified and inventoried as specified in the Auditor-Controller Contract Accounting and Administration Handbook (Exhibit D, Attachment X) and shall be charged at its actual price, deducting all cash discounts, rebates, and allowances received by Contractor.
- 2.4 These provisions shall apply to leasing as well as to purchasing equipment.
- 2.5 Title to such equipment shall be vested in the COUNTY and/or State in accordance with Program regulations.
- 2.6 Purchase and Invoice Deadlines:
 - 2.6.1 Invoices which have not been submitted for payment prior to the termination of this Contract must be forwarded to the Departments' Fiscal Section within sixty (60) business days after the Contract termination or they may not be honored. Exceptions to the preceding restrictions/limitations require prior written approval by the Director.
- 2.7 During the term of this Contract, where equipment is purchased by the Department and furnished to the CONTRACTOR to assist in providing services under the terms of this Contract, said equipment, whether fixed or non-fixed, is to be transferred or returned to the Department at the request of the Director.

3.0 CONTRACT SUM

- 3.1 COUNTY and CONTRACTOR agree that this is a cost reimbursement contract. During the term of this Contract, COUNTY shall compensate CONTRACTOR for supplying the services set forth in Exhibit A, WIA Adult and Dislocated Worker Statement of Work, and any addenda thereto.
- 3.2 The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR'S duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY'S express prior written approval.

- 3.3 The total amount payable under the term of this Contract is (enter alpha dollar amount. For example: "One Million, Five Hundred Ninety Thousand, Six Hundred Thirty-Two Dollars" (\$ enter numerical dollar amount. For example: "1,590,632"), hereinafter referred to as the "Maximum Contract Sum."
- 3.4 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall notify COUNTY, in the manner set forth in Part I, Section 8.0, Notices, of this Contract.
- 3.4.1 CONTRACTOR shall ensure that seventy-five percent (75%) of the maximum contract funds are expended by the end of the third quarter of the contract period.
- 3.5 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY'S right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.
- 3.6 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and payment, for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget." Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit B, WIA Adult and Dislocated Worker Budgets, and any addenda thereto. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Part II, Section 21.0, hereof, "Contract Modifications/Amendments," CONTRACTOR shall prepare and submit an amended Budget in accordance with this Section.

4.0 INSURANCE REQUIREMENTS

4.1 General Insurance Requirements

Without limiting CONTRACTOR'S indemnification of the COUNTY during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing to any other insurance or self-insurance programs maintained by COUNTY. Such coverage shall be provided and maintained at CONTRACTOR'S own expense.

- 4.1.1 Evidence of Insurance: Prior to commencing services under this Contract, certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to:

County of Los Angeles
Community and Senior Services
Contracts Management Division
Attention: Carol Domingo, Contracts Management Manager
3175 West Sixth Street, Box 24
Los Angeles, CA 90020

Such certificates or other evidence shall:

- 4.1.1.1 Specifically identify this Contract;
- 4.1.1.2 Clearly evidence all coverage required in this Contract;
- 4.1.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- 4.1.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and,
- 4.1.1.5 Identify any deductibles or self-insured retentions for COUNTY'S approval. COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of

all such retained losses and related costs, including, but not limited to expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- 4.1.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
- 4.1.3 Failure to Maintain Coverage: Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of this Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by the COUNTY for such insurance.
- 4.1.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:
 - 4.1.4.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within two (2) calendar days, of occurrence.
 - 4.1.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.
 - 4.1.4.3 Any injury to a CONTRACTOR employee that occurs on COUNTY'S property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to COUNTY'S **Contract Compliance Manager**.
 - 4.1.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY'S property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.

- 4.1.5 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.
- 4.1.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:
- 4.1.6.1 CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or
- 4.1.6.2 CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

4.2 Insurance Coverage Requirements:

- 4.2.1 General Liability insurance written on Insurance Service Organization (ISO) policy form CG 00 01 or its equivalent with limits of not less than the following:
- | | |
|--|-------------|
| General Aggregate: | \$2 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury: | \$1 million |
| Each Occurrence: | \$1 million |
- 4.2.2 Automobile Liability Insurance written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."
- 4.2.3 Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR'S employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other Federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

- 4.2.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.
- 4.2.5 Crime Coverage: A comprehensive crime policy in an amount not less than \$50,000 per occurrence against loss of money, securities, other property, as applicable to this Contract, for employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, or burglary and robbery. CONTRACTOR shall be required to provide COUNTY with certified copies of the current certificates of insurance and policy endorsement pages, both naming County of Los Angeles as the individual loss payee as its interests appear for all contractual obligations with CONTRACTOR (named insured) and include CONTRACTOR and COUNTY'S name/address and the signature/date of the insurance representative.
- 4.2.6 Property Coverage: In the event that CONTRACTOR rents, leases, or is loaned, any COUNTY-owned property, CONTRACTOR shall insure said property. Such insurance shall be endorsed naming COUNTY as Loss Payee, provide a deductible of no greater than 5% and shall include:
- 4.2.6.1 Real Property: All-risk coverage, excluding earthquake and flood for the full replacement value of the property.
- 4.2.6.2 Personal Property: Insurance covering the hazards of fire, theft, burglary, vandalism and malicious mischief for the actual cash value of property.

5.0 INVOICES AND PAYMENTS

- 5.1 CONTRACTOR shall invoice COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, WIA Adult and Dislocated Worker Statement of Work, and any addendum thereto, and elsewhere hereunder. CONTRACTOR shall prepare invoices, which shall include the charges owed to CONTRACTOR by COUNTY under the terms of this Contract. CONTRACTOR'S payments shall be as provided in Exhibit B, WIA Adult and Dislocated Worker Budgets, and any addenda thereto, and CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by COUNTY. If COUNTY does not approve work in writing, no payment shall be due to CONTRACTOR for that work.
- 5.2 CONTRACTOR'S invoices shall be priced in accordance with Exhibit B, WIA Adult and Dislocated Worker Budgets, and any addendum thereto.
- 5.3 CONTRACTOR'S invoices shall reflect the information set forth in Exhibit A, WIA Adult and Dislocated Worker Statement of Work, and any addendum thereto, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.4 CONTRACTOR shall submit monthly invoices to COUNTY, no later than the 10th calendar day of the month following the month of service, an invoice in arrears for services rendered in the previous month. Any invoice submitted more than thirty days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than thirty (30) days after the last day of the month in which the services were rendered. The COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted, provided that sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of CONTRACTOR'S final invoice.
- 5.4.1 Authorization for Adjustments to Monthly Billings: CONTRACTOR shall submit monthly invoices for all service categories provided in the billing month (i.e., all services provided in the billing month shall be submitted in the following month for reimbursement). In the event that a CONTRACTOR invoice requires modification or revision due to billing/reporting error, CONTRACTOR shall obtain prior permission from COUNTY before revising. Authorization for the resubmission and payment of invoices is at the sole discretion of the COUNTY Contracts Management Division and Program Accounting Division,

respectively. CONTRACTOR shall ensure the accuracy and completeness of all program and expenditure data reported through the automated Management Information System (MIS) prior to submission.

- 5.5 All invoices under this Contract shall be submitted in duplicate to the following address:

CONTRACTOR shall send original and duplicate invoices to:

County of Los Angeles
Community and Senior Services
Attention: Carol Domingo, Contract Management Manager
3175 West Sixth Street, Box 24
Los Angeles, CA 90020

- 5.6 All invoices submitted by CONTRACTOR for payment must have the written approval of COUNTY'S CMM prior to any payment thereof. In no event shall COUNTY be liable or responsible for any payment without such written approval.
- 5.7 Expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular. CONTRACTOR shall adhere to strict fiscal and accounting standards and shall comply with Title 29 Code of Federal Regulations (CFR) Part 97 – Uniform Administrative Requirements for State and Local Governments, the Cost Principles of the Federal Office of Management and Budget (OMB) Circular A-21 for educational institutions, OMB Circular A-87 for state, local and Indian tribe governments, OMB Circular A-122 for non-profit organizations, OMB Circular A-102 for grants and cooperative Contracts with state and local government agencies, OMB Circular A-133 for audits of states, local governments and non-profit organizations, and OMB Circular A-110 for uniform administrative requirements for grants and contracts with institutions of higher education, hospitals, and other non-profit organizations. CONTRACTOR is responsible for obtaining the most recent version of this Circular which is available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>.
- 5.8 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, and as approved by the CMM, provided that CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.

- 5.9 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR'S Tax Identification Number to COUNTY.
- 5.10 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by COUNTY, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) days of receiving notification of such overpayment from COUNTY, or may be set off at COUNTY'S election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) days of receiving notification of overpayment from COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 5.11 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 5.12 Failure to submit required documents may result in suspension of payments.
- 5.13 Local Small Business Enterprises (SBE) – Prompt Payment Program (*if applicable*)
- 5.13.1 Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.
- 5.14 CONTRACTOR shall have no claim to payments after the expiration of this contract, with the exception of the close-out invoice.

6.0 LIMITATIONS ON USE OF FEDERAL GRANT FUNDS

- 6.1 CONTRACTOR shall comply with Public Law (P.L.) 101-121 (31 USCS Section 1352), its amendments or revisions, and any impending regulations prohibiting use of federal money to influence or attempt to influence a member of Congress, Congressional staff, or a Federal employee to award, make or amend any Federal contract, grant, loan or cooperative agreement. CONTRACTOR shall also comply with all certification and disclosure

requirements of P.L. 101-121, its amendments, revisions, and implementing regulations and shall provide assurance that all sub-contractors or sub-grantees under this Contract also fully comply with such certification and disclosure requirements.

6.2 CONTRACTOR agrees that, by signing this Contract, CONTRACTOR hereby assures and certifies to the lobbying restrictions which are codified in the Department of Labor regulations at 29 CFR Part 93.

6.2.1 No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Contract, grant, loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Contract, grant, loan or cooperative agreement.

6.2.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Contract, the undersigned shall complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

6.2.3 This certification is a material representation of fact upon which reliance is placed when Contract is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this Contract imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

7.0 MEMORANDUM(S) OF UNDERSTANDING AND/OR RESOURCE SHARING AGREEMENT REQUIREMENT(S)

All CONTRACTORS shall enter into a Memorandum of Understanding (MOU) with the WorkSource Center(s), which will become part of Exhibit F to this Contract that will provide pre training services to participants that include but are not limited to the following: core and intensive services. The MOU(s) shall set forth the terms for cooperation and collaboration between the CONTRACTOR and the WorkSource Center partner(s). If the CONTRACTOR is co-located with the WorkSource Center, CONTRACTOR shall develop a Resource Sharing Agreement(s) (RSA) to establish the terms and conditions under which the partnership will share

resources. CONTRACTOR MOU(s) and/or RSA(s) shall be kept on file with CONTRACTOR and shall be made available upon COUNTY'S request.

8.0 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit D, Attachment I – CONTRACTOR'S Administration and II – COUNTY'S Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director, or her/his designee, shall have the authority to issue all notices or demands required or permitted by COUNTY under this Contract.

9.0 OUT-OF-TOWN TRAVEL

CONTRACTOR shall not incur any Contract expenditure for travel outside Los Angeles County without prior written approval of the COUNTY. Such expenditures must be program related. Expenditures of funds without prior approval will result in withheld payments, or will possibly be deemed a disallowed cost.

10.0 PROPERTY

10.1 Unless otherwise provided for in this Section 9.0, property refers to all assets, capitalized or non-capitalized, used in operation of this Contract. Property that is capitalized is referred to as property, plant, and equipment. Property includes, but is not limited to, land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles. Property does not include consumable office supplies such as paper, pencils, typing ribbons, file folders.

10.2 Property meeting all of the following criteria is subject to the capitalization requirements. Such property must:

10.2.1 Have a normal useful life of at least one (1) year.

10.2.2 Have a unit acquisition cost of at least \$5,000 (e.g., four identical assets, which cost \$3,000 each, for a \$12,000 total would not meet this capitalization requirement); and

10.2.3 Be used to conduct business under this Contract.

10.2.4 As used in this Contract, the term "equipment" shall refer only to capitalized property.

- 10.3 Noncapitalized property are those items which do not meet all three (3) requirements in Sub-sections 10.2.1 – 10.2.3 above.
- 10.4 Additions, improvements, and betterments to assets meeting all of the conditions in Sub-section 10.2 above must be capitalized. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- 10.5 Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or non-capitalized. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- 10.6 The CONTRACTOR shall record the following information when property is acquired:
- 10.6.1 Date acquired;
 - 10.6.2 Property description (include model number);
 - 10.6.3 Property identification number (serial number);
 - 10.6.4 Cost or other basis of valuation;
 - 10.6.5 Fund source; and
 - 10.6.6 Rate of depreciation (or depreciation schedule), if applicable.
- 10.7 The CONTRACTOR shall keep track of property purchased with Contract funds, whether capitalized or not. The CONTRACTOR shall submit to COUNTY, upon request and annually with the Expenditure Closeout Report, a current inventory of property furnished or purchased by the CONTRACTOR with funds awarded under the terms of this Contract or any predecessor agreement for the same purpose. CONTRACTOR shall maintain an annual inventory of property furnished or purchased by the Subcontractor with funds awarded under the terms of this Contract or any

predecessor agreement for the same purpose. The CONTRACTOR shall reference Exhibit D, Attachment XV, "Fixed Assets/Equipment Purchase Requirements" document and use Exhibit D, Attachment XVI, "Inventory Control Form" to report property to the COUNTY.

- 10.8 Prior to disposal of any property purchased by CONTRACTOR with funds from this Contract or acquired by CONTRACTOR under any predecessor agreement for the same purpose, CONTRACTOR must obtain approval from COUNTY regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from COUNTY. CONTRACTOR shall reference Exhibit D, Attachment XV, "Fixed Assets/Equipment Purchase Requirements" to dispose of property.
- 10.9 CONTRACTOR shall immediately report the loss, destruction, or theft of property purchased with funds from this Contract or acquired by CONTRACTOR under any predecessor agreement for the same purpose to COUNTY upon notice that such event has occurred. CONTRACTOR shall promptly investigate and fully document the loss, destruction, or theft of such property. Such documentation shall be provided to COUNTY within five (5) days following such loss, destruction, or theft and should be mailed to the attention of CMM at: County of Los Angeles Community and Senior Services, Contracts Management Division, 3175 West Sixth Street, Box 24, Los Angeles, CA 90020.
- 10.10 The COUNTY reserves title to all grant-purchased or financed property not fully consumed in the performance of this Contract, unless otherwise required by Federal law or regulations or as otherwise agreed by the parties.
- 10.11 CONTRACTOR shall exercise due care in the use, maintenance, protection, and preservation of property purchased with funds from this Contract or acquired by CONTRACTOR under any predecessor agreement for the same purpose during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, until the CONTRACTOR has complied with all written instructions from the COUNTY regarding the final disposition of the property.
- 10.12 In the event of CONTRACTOR'S dissolution or upon termination of this Contract, CONTRACTOR shall provide a final property inventory to COUNTY. COUNTY reserves the right to require CONTRACTOR to transfer such property to another entity, including but not limited to the COUNTY or the State.

- 10.13 To exercise the above right, no later than one-hundred forty (140) days after termination of the Contract or notification of the CONTRACTOR'S dissolution, COUNTY will issue specific written disposition instructions to CONTRACTOR.
- 10.14 CONTRACTOR shall use property purchased with funds from this Contract, or acquired by CONTRACTOR under any predecessor agreement for the same purpose, for the purpose for which it was intended under the Contract. When no longer needed for that use, CONTRACTOR shall use it, if needed, and with written approval of COUNTY for other purposes in this order:
- 10.14.1 Another program providing the same or similar service; or
- 10.14.2 State/Federally-funded program.
- 10.15 CONTRACTOR may share use of the property and equipment or allow use by other programs, upon written approval of COUNTY. As a condition of the approval, COUNTY may require reimbursement under this Contract for its use.
- 10.16 CONTRACTOR shall not use equipment or supplies acquired under this Contract with Federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- 10.17 If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget.
- 10.18 Any vehicles purchased with grant funds received through the COUNTY in previous contract years and which are currently in the possession of CONTRACTOR shall be registered in the name of CONTRACTOR only.
- 10.19 CONTRACTOR indemnifies COUNTY for any loss resulting from the operation of any equipment purchased with grant funds received through COUNTY during this, or any previous, contract period.
- 10.20 Capital Improvements:
CONTRACTOR shall assure that no funds provided under this Contract are used for the purchase or improvement of land or for the purchase or construction of any improvement to any building or facility, unless specifically approved in writing by the COUNTY Program Director or her/his designee.

11.0 REQUEST FOR ADVANCE PAYMENT

Cash advances may be provided to CONTRACTOR at the sole discretion of COUNTY. Upon request by CONTRACTOR in the form and manner prescribed by COUNTY's Project Director, COUNTY may make advance payments, for anticipated and necessary program expenditures.

12.0 RETURN OF ADVANCED FUNDS

Upon completion or termination of this Contract, CONTRACTOR shall return any advanced funds which exceed payments due CONTRACTOR, if any, within thirty (30) days of completion or termination of this Contract.

13.0 SWEATFREE CODE OF CONDUCT

13.1 All CONTRACTORS contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the County pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The CONTRACTOR further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov and Public Contract Code Section 6108.

13.2 The CONTRACTOR agrees to cooperate fully in providing reasonable access to the CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized offices of the CONTRACTOR, the Department of Industrial Relations, or the Department of Justice to determine the CONTRACTORS' compliance with the requirements under paragraph a. of the Sweatfree Code of Conduct.

14.0 TERM AND TERMINATION

14.1 The term of this Contract shall commence on July 1, 2008 and shall continue through June 30, 2009, unless terminated earlier or extended, in whole or in part, as provided in this Contract.

14.2 The COUNTY shall have the sole option to extend the Contract term for an additional two (2) renewals for a maximum contract term of three (3) years. Such option and extension shall be exercised at the sole discretion of the Director, provided that approval of COUNTY'S Chief Executive Office (CEO) is obtained prior to any such extension.

14.3 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term as provided in the manner set forth in Part I, Section 8.0, Notices, of this Contract.

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PART II.
COUNTY OF LOS ANGELES COMMUNITY AND SENIOR SERVICES
STANDARD TERMS AND CONDITIONS

1.0 ACTIVITIES PROHIBITED

- 1.1 CONTRACTOR certifies that no currently employed worker shall be displaced by any participant (including partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits).
- 1.2 No participant shall be employed or job opening filled: (1) when any other Individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated any regular employee without cause or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under the Program.

2.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration information referenced in the following Sub-sections is designated in Exhibit D, Attachment II, COUNTY'S Administration. COUNTY shall notify CONTRACTOR in writing of any change in the names or addresses shown.

2.1 The responsibilities of COUNTY'S CMM include:

- Meeting with CONTRACTOR'S Program Manager on a regular basis;
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR;
- Ensuring that the objectives of this Contract are met;
- Making changes in the terms and conditions of this Contract in accordance with Part II, Section 21.0, "Contract Modifications/Amendments"; and,
- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

COUNTY'S CMM is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever subject to Section 2.1.

3.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

3.1 CONTRACTOR'S Program Director

3.1.1 CONTRACTOR'S Program Director is designated in CONTRACTOR'S Administration, Exhibit D, Attachment I. CONTRACTOR shall notify COUNTY in writing, within ten (10) business days, of any change in the name or address of CONTRACTOR'S Program Director.

3.1.2 CONTRACTOR'S Program Director shall be responsible for CONTRACTOR'S day-to-day activities as related to this Contract and shall coordinate with COUNTY'S CMM and CCM on a regular basis.

3.2 CONTRACTOR'S Staff Identification

3.2.1 CONTRACTOR shall provide all staff assigned to this Contract with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of COUNTY and CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to COUNTY'S approval prior to CONTRACTOR implementing the use of the badge. CONTRACTOR staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

3.2.2 CONTRACTOR shall notify COUNTY within one (1) week, when staff is terminated from working on this Contract. CONTRACTOR is responsible to retrieve and immediately destroy the staff's photo identification badge at the time of removal from COUNTY Contract.

3.2.3 If COUNTY requests the removal of CONTRACTOR'S staff, CONTRACTOR is responsible to retrieve and immediately destroy CONTRACTOR'S staff's photo identification badge at the time of removal from working on this Contract.

4.0 ALLEGATIONS OF FRAUD AND/OR ABUSE

In the event of allegations of fraud or abuse (fraud and abuse as defined in applicable requirements of the Program regulations, as well as rules, ordinances, court rules, municipal laws, directives, and policies issued pursuant to the enabling statute(s) and/or State or Federal regulation or law), COUNTY reserves the right to withhold ten percent (10%) of the Contract amount or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by COUNTY Project Director that withheld funds

should be released to CONTRACTOR. Such written determination shall not supersede or replace the final report.

5.0 AMERICANS WITH DISABILITIES ACT (ADA)

CONTRACTOR agrees to abide by all applicable Federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, CONTRACTOR'S program.

6.0 ASSIGNMENT AND DELEGATION

- 6.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subsection, COUNTY consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY'S sole discretion, against the claims which CONTRACTOR may have against COUNTY.
- 6.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- 6.3 Any assumption, assignment, delegation, or takeover of any of CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY'S express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

7.0 AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the person executing this Contract for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

8.0 BUDGET REDUCTIONS

In the event that COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by CONTRACTOR under this Contract shall also be reduced correspondingly. COUNTY'S notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, CONTRACTOR shall continue to provide all of the services set forth in this Contract.

9.0 CHILD/ELDER ABUSE PREVENTION REPORTING

- 9.1 CONTRACTOR staff working on this Contract shall comply with *California Penal Code* (hereinafter "*PC*") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within 24 hours and shall submit all required information, in accordance with the PC Sections 11166 and 11167.
- 9.2 CONTRACTOR staff working on this Contract shall comply with *California Welfare and Institutions Code (WIC)*, *Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The CONTRACTOR staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.
- 9.3 CONTRACTOR staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.

10.0 CHILD SUPPORT COMPLIANCE PROGRAM

10.1 CONTRACTOR'S Warranty of Adherence to COUNTY'S Child Support Compliance Program

10.1.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

10.1.2 As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

10.2 Termination for Breach of Warranty to Maintain Compliance with COUNTY'S Child Support Compliance Program

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Sub-section 10.1, "Child Support Compliance Program", shall constitute default under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this Contract pursuant to Part II, Section 68.0 "Termination for CONTRACTOR'S Default", and pursue debarment of CONTRACTOR, pursuant to COUNTY Code Chapter 2.202.

11.0 COMPLAINTS

11.1 CONTRACTOR shall establish a written procedure to resolve client grievances. At the request of COUNTY'S CMM, CONTRACTOR shall

submit such procedures to COUNTY within five (5) calendar days from the date of the request.

11.1.1 General Grievance Procedures

- (a) CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within fifteen (15) business days after this Contract's effective date, CONTRACTOR shall provide COUNTY with the CONTRACTOR'S policy for receiving, investigating and responding to user complaints.
- (b) If, at any time, CONTRACTOR wishes to change their policy, CONTRACTOR shall submit changes to COUNTY for approval before implementation.
- (c) If COUNTY request changes in CONTRACTOR'S policy, CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.
- (d) CONTRACTOR shall preliminarily investigate all complaints and notify COUNTY'S CMM of the status of the investigation within five (5) business days of receiving the complaint.
- (e) When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- (f) Copies of all written complaint responses shall be sent to COUNTY's CMM within five (5) business days of mailing to the complainant.
- (g) In addition to the aforementioned CONTRACTOR grievance policies, CONTRACTOR must post in an accessible location and provide clients in writing CSS contact information for submittal of anonymous complaints as needed.
- (h) In accordance to 20 CFR Section 667.630, information and complaints involving criminal fraud, waste, abuse or other criminal activity must be reported immediately through the Compliance Review Division of the Employment Development Department and the Department of Labor's Office of Inspector General (References EDD Directive # WIAD02-3).

12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 CONTRACTOR certifies and agrees that it fully complies with all applicable requirements of the Program regulations, as well as rules, ordinances, court

rules, municipal laws, directives, and policies issued pursuant to the enabling statute(s) and/or State or Federal regulation or law. CONTRACTOR shall be responsible for any relevant changes in the law, including but not limited to, changes in Program regulations, rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or State or Federal regulation or law. CONTRACTOR shall also comply with all applicable ordinances, rules, policies, directives, and procedures issued or adopted by COUNTY for which CONTRACTOR is provided actual or constructive notice. COUNTY reserves the right to review CONTRACTOR procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the Federal government, as applicable.

- 12.2 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference.
- 12.3 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.
- 12.4 CONTRACTOR shall indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation by CONTRACTOR, its agents, officers and employees of any laws, rules, regulations, ordinances, and directives which are referenced, directly or indirectly, herein.

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

- 13.1 CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. CONTRACTOR shall comply with Exhibit D, Attachment VII, CONTRACTOR'S Equal Employment Opportunity (EEO) Certification.
- 13.2 CONTRACTOR hereby assures that it will comply with the Administrative Directive regarding Limited English Proficiency Clients, to the extent that no client shall be denied services due to lack of her/his English language skills, or be excluded from participation in any activity supported by this Contract. CONTRACTOR shall comply with all terms set forth in Exhibit D,

Attachment XVIII, Administrative Directive/Limited English Proficiency Clients and as further directed by CSS.

14.0 COMPLIANCE WITH JURY SERVICE PROGRAM

- 14.1 This Contract is subject to the provisions of COUNTY'S ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit D, Attachment V, and incorporated by reference into and made a part of this Contract.

14.1.1 Written Employee Jury Service Policy

- 14.1.1.1 Unless CONTRACTOR has demonstrated to COUNTY'S satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with CONTRACTOR or that CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

- 14.1.1.2 For purposes of this Subsection, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to

perform services for COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section 14.0. The provisions of this Sub-section 14.1.1.2 shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

14.1.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when this Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to COUNTY'S satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.

14.1.1.4 CONTRACTOR'S violation of this Section 14.0 of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate this Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

15.0 CONDUCT OF PROGRAM

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the WIB, County, State, and all applicable provisions of the WIB, County, State and Federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including but not limited to performance documentation, reporting, audit, and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

16.0 CONFIDENTIALITY

- 16.1 CONTRACTOR shall maintain the confidentiality of any information regarding a program participant(s)/client(s), and the immediate family of any applicant or participant(s)/client(s), that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from the public agencies or counselors, or any other source. CONTRACTOR shall not divulge such information without the permission of the participant(s)/client(s), and upon agreement by COUNTY's CMM, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to the performance, operation or evaluation of this Contract. Such information may be divulged to parties having responsibilities under this Contract for monitoring or evaluating the services and performances under this Contract and to governmental authorities to the extent necessary for the proper administration of the program and permissible by law.
- 16.2 CONTRACTOR shall notify COUNTY of any and all requests for release of information at least five (5) business days prior to release of said information. CONTRACTOR shall not release said information without COUNTY'S approval.
- 16.3 Data (information) received from State departments/agencies is confidential when it identifies an individual, or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and/or destruction. CONTRACTOR agrees to keep all information furnished by a State agency/department strictly confidential, and make the information available to its own employees on a "need-to-know" basis, as specifically authorized in this Contract. CONTRACTOR agrees to instruct all employees with State information access regarding the confidentiality of this information, and the sanctions against unauthorized use, and the California Unemployment Insurance Code (Section 2111). CONTRACTOR agrees to store and process information electronically, in a manner that renders it irretrievable by unauthorized computer, remote terminal, or other means. Confidential information should be returned promptly to COUNTY and/or all copies/derivations should be destroyed when no longer in use. An approved method of confidential information destruction must be approved by COUNTY and thereafter must be used. Approved methods include shredding, burning, or certified or witnessed destruction. Magnetic media are to be demagnetized, or returned to the involved State department/agency. In no event shall said information be disclosed to any individual outside of CONTRACTOR staff, and/or their employees, other

than the State or COUNTY for purposes related to the administration of the program.

- 16.4 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit D, Attachment IX, "CONTRACTOR Non-Employee Acknowledgment and Confidentiality Agreement."
- 16.5 CONTRACTOR shall cause each CONTRACTOR's employee to sign and adhere to Exhibit D, Attachment VIII, "CONTRACTOR Employee Acknowledgement and Confidentiality Agreement."
- 16.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 16.7 CONTRACTOR agrees to notify COUNTY in writing within twenty-four (24) hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR'S attention, and that includes unauthorized access to CONTRACTOR'S computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR'S or COUNTY'S Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 16.8 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

17.0 CONFLICT OF INTEREST

- 17.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY'S approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY'S approval or ongoing evaluation of such work.

17.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

18.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

18.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR'S minimum qualifications for the open position. For this purpose, consideration shall mean that CONTRACTOR will interview qualified candidates. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

18.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

19.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST

19.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give **first consideration** for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the life of this Contract.

20.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

20.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit D,

Attachment X, Auditor-Controller Contract Accounting and Administration Handbook.

- 20.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

20.2.1 All accruals must be reported to the COUNTY on a quarterly basis. In the event a CONTRACTOR is not on the accrual basis of accounting, then an analysis of accruals must be made based on the documentation on hand.

- 20.3 CONTRACTOR shall submit the following reports for the Program to COUNTY:

20.3.1 Fiscal Reporting:

20.3.1.1 Monthly Fiscal Reporting Forms are due by the tenth (10th) calendar day of the month, following the month covered in the report.

20.3.1.2 Expenditure Closeout Report: Two (2) copies of a final fiscal close-out report, to be submitted in the form and manner designated by COUNTY CMM, with a deadline to be announced for the program, including the reporting of expenses and accruals through the last day of the program year.

20.3.1.3 If the Contract is terminated or cancelled prior to June 30th, the final closeout report shall be for the contract period with an end date of either the Contract termination or cancellation date. Two (2) copies of such, which shall include the final invoice and the final closeout report, shall be submitted within the designated timeframe, which is to be determined by the COUNTY, after the termination/cancellation date to COUNTY's Program Accounting Division.

20.3.2 Program Reporting: CONTRACTOR Monthly and Quarterly Reports as required pursuant to Workforce Investment Act (WIA) Directive/Policy.

20.3.3 Program Income: All revenues which have been properly earned in excess of costs for each program, including program interest, are to be treated as Program Income. CONTRACTOR shall be responsible

for tracking all Contract revenues and expenditures for the WIA program, including submission of the following:

- 20.3.3.1 A Program Income Statement Report is generated by CONTRACTOR on Contract revenues versus expenditures. This is submitted to the CSS Program Accounting Division with the expenditure close-out report. The purpose of this report is to identify the amount of Program Income. The Program Income Statement Report should be amended if adjustments are required due to any new information received after the filing of the report.
- 20.3.3.2 A Plan for Disposition of Program Income (Plan) must be submitted by CONTRACTOR to COUNTY within thirty (30) days after the Income Statement Report is due.
- 20.3.3.3 Program Income must be spent on line items identified in the Plan, unless the Plan is officially amended. This Plan will be reviewed by COUNTY for final approval. The Plan should be amended as soon as possible if the Income Statement Report is amended.
- 20.3.3.4 Within thirty (30) days after the scheduled completion date of an approved Plan for Disposition of Program Income, CONTRACTOR must submit a Final Report on Disposition to COUNTY.
- 20.3.3.5 If the Final Report on Disposition is not submitted on the scheduled date, COUNTY shall either extend the completion date, renegotiate the Plan for Disposition of Program Income, or recapture the balance of the unexpended Program Income.

20.3.4 Cost Allocation Plan for Cost Reimbursement Activities:

A Cost Allocation Plan (CAP) must be submitted as a reference document to this Contract to support the distribution of any joint costs with other funding sources related to the activities of this Contract. All costs included in the CAP will be supported by formal accounting records, which will substantiate the propriety of eventual charges. Budget allocations are not adequate documentation. CONTRACTOR will retain on file all documentation supporting the methodology utilized to determine the reasonableness of the costs allocated to the cost-reimbursement activities. COUNTY'S designated Contract monitor will test CONTRACTOR'S CAP during the normal course of

monitoring to ensure compliance with OMB requirements. Failure to comply may result in no payment, or in a partial or reduced payment until CONTRACTOR is in compliance. In addition, failure to comply may result in Contract termination.

20.3.5 Property/Capital Expenditures:

All property costing five thousand dollars (\$5,000.00) or more purchased with Program funds requires prior written permission from the State and the COUNTY Project Director or designee and may be depreciated and tagged and tracked as property of the Los Angeles County Workforce Investment Act (WIA) Programs.

20.3.6 Nonexpendable Property:

20.3.6.1 CONTRACTOR shall maintain a record for each item of nonexpendable property acquired for this program with Program monies. Non-expendable property shall include tangible personal property including but not limited to, office equipment, as well as any funds derived from the sale or disposition of non-expendable property.

20.3.6.2 Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of COUNTY and otherwise comply with all applicable laws and regulations.

20.3.6.3 In case of termination of this Contract, COUNTY reserves the right to determine the final disposition of said nonexpendable property acquired for this program. Said disposition may include but is not limited to, COUNTY taking possession of said nonexpendable property.

20.3.7 Capital Improvements:

CONTRACTOR shall assure that no funds provided under this Contract are used for the purchase or improvement of land or for the purchase or construction of any improvement to any building or facility, unless specifically approved in writing by the COUNTY Program Director or her/his designee.

21.0 CONTRACT MODIFICATIONS/AMENDMENTS

21.1 This Contract fully expresses the agreement of the parties. Any modification or amendment of the terms or conditions of this Contract must be by means

of a separate written document approved by COUNTY. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way. COUNTY may make a unilateral modification to this Contract at any time, if required by County, State, or Federal law or regulations, State law or policy, and/or COUNTY policy, within ten (10) working days after receipt of written modifications from the Federal, State, or COUNTY government. COUNTY shall give CONTRACTOR 10 days prior written notice delivered by certified mail, return receipt requested of its intent to make such changes and amendments hereunder. Furthermore, to the extent that funding for the program is eliminated or otherwise reduced, the COUNTY may in its sole discretion modify this Contract accordingly.

- 21.2 With regard to the movement of funds within an approved budget (i.e. from one category to another), such movement may not exceed 25% of the Maximum Contract Sum. Such modifications must be in writing and mutually agreed upon by COUNTY CMM or designee and CONTRACTOR and must be in the best interest of COUNTY.
- 21.3 Notwithstanding any provision in this Contract to the contrary, in the event that the County Board of Supervisors adopts, in any fiscal year, a County Budget that provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year for services provided by CONTRACTOR under the Contract. COUNTY's notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. CONTRACTOR shall continue to provide all of the services set forth in the Contract.
- 21.4 CONTRACTOR requests for modifications, either budgetary or programmatic, will not be accepted during the first two (2) months of the Contract period (except where a written waiver is requested by CONTRACTOR and accepted by COUNTY). Such requests shall not be submitted to COUNTY more than once in each quarter except where a written waiver has been received from COUNTY.
- 21.5 The COUNTY reserves the right to change, through negotiation, any portion of the work required under the Contract, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:
 - 21.5.1 The COUNTY reserves the right to initiate Change Notices for any change which does not materially affect the scope of work or any

other term or conditions included under this Contract. For all such changes, a *Change Notice* shall be prepared and signed by the County Contract Management Director, and sent to CONTRACTOR's Administration.

21.5.2 For any revision, which materially affects the scope of work or any term and conditions included in the Contract, a negotiated amendment to the Contract shall be executed by the COUNTY Board of Supervisors and the CONTRACTOR except as provided in Section 21.5.3 herein below.

21.5.3 The Director may prepare and sign amendments to the Contract without further action by the Board of Supervisors under the following conditions:

21.5.3.1 Amendments shall be in compliance with applicable federal, State and County regulations.

21.5.3.2 The Amendment is for a decrease of no more than twenty (20) percent of the Contract cost.

21.5.3.3 The Amendment is for an increase of no more than twenty (20) percent of the original Contract amount, and is necessitated by additional and necessary services.

21.5.3.4 The Board of Supervisors has appropriated sufficient funds in the CSS budget.

21.5.3.5 CSS shall obtain the approval of County Counsel or his designee for an amendment to this Contract.

21.6 The COUNTY Board of Supervisors or Chief Executive Officer or designee may require the additional of and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, a Change Notice or Amendment to the Contract, as appropriate, shall be prepared and executed by the CONTRACTOR and by COUNTY.

22.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 22.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform this Contract. It is COUNTY'S policy to conduct business only with responsible contractors.
- 22.2 CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in this Contract, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts CONTRACTOR may have with COUNTY.
- 22.3 COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that CONTRACTOR has done any of the following: (1) violated a term of a contract with COUNTY or a nonprofit corporation created by COUNTY; (2) committed an act or omission which negatively reflects on CONTRACTOR'S quality, fitness or capacity to perform a contract with COUNTY, any other public entity, or a nonprofit corporation created by COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against COUNTY or any other public entity.
- 22.4 If there is evidence that CONTRACTOR may be subject to debarment, the Department will notify CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 22.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. CONTRACTOR and the Department shall be provided an opportunity to object to the

tentative proposed decision prior to its presentation to the Board of Supervisors.

- 22.6 After consideration of any objections or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 22.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of COUNTY.
- 22.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 22.8.1 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 22.9 These terms shall also apply to Subcontractors of COUNTY Contractors.

22.9.1 CONTRACTOR hereby acknowledges that COUNTY is prohibited from contracting with and/or making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Contract, CONTRACTOR certifies that neither it, nor any of its owners, officers, partners, directors, or other principals are suspended, debarred ineligible, or excluded from securing federally funded contracts. Further by executing this Contract, CONTRACTOR certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any Subcontractors are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. CONTRACTOR shall immediately notify COUNTY in writing, during the term of this Contract, should it or any of its Subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of CONTRACTOR to comply with this provision shall constitute a material breach of this Contract upon which COUNTY may immediately terminate or suspend this Contract.

23.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit D, Attachment III, COUNTY seeks to ensure that all COUNTY CONTRACTORS, which receive or raise charitable contributions, comply with California law in order to protect COUNTY and its taxpayers. A CONTRACTOR, which receives or raises charitable contributions without complying with its obligations under California law, commits a material breach subjecting it to either Contract termination or debarment proceedings or both. (County Code Chapter 2.202).

24.0 CONTRACTOR'S WORK

- 24.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, WIA Adult and Dislocated Worker Statement of Work, and any addendum thereto.
- 24.2 If CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of CONTRACTOR, and CONTRACTOR shall have no claim whatsoever against COUNTY.

25.0 COUNTY'S QUALITY ASSURANCE PLAN

COUNTY or its agent will evaluate CONTRACTOR'S performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR'S compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected shall be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistently with the corrective action measures, COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

26.0 COVENANT AGAINST FEES

- 26.1 CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business.
- 26.2 For breach of this warranty, COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

27.0 CRIMINAL CLEARANCES

- 27.1 For the safety and welfare of the people served under this Contract, CONTRACTOR must, as permitted by law, ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers or Subcontractors who may come in contact with people in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.
- 27.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or Subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.
- 27.3 CONTRACTOR shall not engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others,

including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

- 27.4 All CONTRACTOR staff performing work under this Contract shall undergo and pass, to the satisfaction of COUNTY, a background investigation as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR'S staff passes or fails the background clearance investigation.
- 27.5 COUNTY may request that CONTRACTOR'S staff be immediately removed from working on this Contract at any time during the term of this Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR'S staff any information obtained through COUNTY conducted background clearance.
- 27.6 COUNTY may immediately (at the sole discretion of COUNTY), deny or terminate facility access to CONTRACTOR'S staff who do not pass such investigation(s) to the satisfaction of COUNTY whose background or conduct is incompatible with COUNTY facility access.
- 27.7 Disqualification, if any, of CONTRACTOR staff, pursuant to this section 27.0 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

28.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 28.1 CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by CONTRACTOR or employees or agents of CONTRACTOR. Such repairs shall be made immediately after CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 28.2 If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by CONTRACTOR by cash payment upon demand, or by COUNTY withholding payments due to CONTRACTOR.

29.0 DISALLOWED COSTS

CONTRACTOR agrees to be bound by applicable COUNTY and/or Program disallowed cost procedures, rules and regulations, and to repay COUNTY for any expenditure which violates the terms of this Contract or applicable Program provisions or implementing laws, rules, or regulations.

30.0 EMPLOYEE BENEFITS AND TAXES

30.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.

30.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes, which may be imposed in connection with or resulting from this Contract or CONTRACTOR'S performance hereunder.

31.0 EMPLOYEE SAFETY

CONTRACTOR will assure that the CONTRACTOR'S employees:

31.1 Are covered by an effective Injury and Illness Prevention Program; and

31.2 Receive all required general and specific training on employee Safety.

32.0 EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

33.0 EVENTS OF DEFAULT

33.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

33.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

33.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

33.2 Default for Insolvency

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

33.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

33.2.2 The filing of a voluntary petition in bankruptcy;

33.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

33.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

33.3 Other Events of Default

Determination by COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.

34.0 FACSIMILIE REPRESENTATIONS

COUNTY and CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Subsection 21.0 and

received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

35.0 FAIR LABOR STANDARDS

CONTRACTOR shall comply with all State and applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by CONTRACTOR'S employees for which COUNTY may be found jointly or solely liable.

36.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one year - see Exhibit D, Attachment XV, Fixed Assets/Equipment Purchase Requirements. Such assets shall be maintained, repaired and kept track of by completing an Inventory Control Form, Exhibit D, Attachment XVI, by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY'S written request. CONTRACTOR shall abide by the policy set forth in Exhibit D, Attachment XV, Fixed Assets/Equipment Purchase Requirements.

37.0 FORCE MAJEURE

In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than a lockout by CONTRACTOR or any of CONTRACTOR's subcontractors), freight embargoes, or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, COUNTY shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, COUNTY shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

38.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

39.0 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT

COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, to the extent CONTRACTOR provides services to COUNTY and CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Exhibit D, Attachment XIV, in order to provide those services. COUNTY and the CONTRACTOR therefore agree to the terms of Exhibit D, Attachment XIV, CONTRACTOR'S Obligations As A "Business Associate" under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

40.0 GOVERNMENT OBSERVATIONS

CONTRACTOR shall permit Federal, State, COUNTY and/or research personnel, in addition to departmental contracting staff, to observe performance, activities, or review documents required under this Contract any time during normal working hours. However, these personnel may not unreasonably interfere with the CONTRACTOR performance.

41.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR'S acts and/or omissions arising from and/or relating to this Contract.

42.0 INDEPENDENT CONTRACTOR STATUS

42.1 This Contract is by and between COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

42.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of CONTRACTOR.

42.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of CONTRACTOR and not employees of COUNTY. CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of CONTRACTOR pursuant to this Contract.

43.0 JOINT FUNDING REVENUE DISCLOSURE

By its execution of this Contract, CONTRACTOR certifies as set forth in Attachment XIII, Joint Revenue Disclosure, unless waived by COUNTY, that it has previously filed with CSS a written statement listing all revenue received, or expected to be received, by CONTRACTOR from Federal, State, City or County sources, or other governmental or non-governmental agencies, and applied, or expected to be applied, to offset in whole or in part any of the costs incurred by CONTRACTOR in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract.

44.0 LIMITATION ON CORPORATE ACTS

CONTRACTOR shall not amend its Articles of Incorporation or Bylaws, move to dissolve or transfer any assets derived from funds of the foregoing Contract, or take any other steps which may materially affect the performance of this Contract without first notifying COUNTY in writing. CONTRACTOR shall notify COUNTY immediately in writing of any change in CONTRACTOR'S corporate name.

45.0 LIQUIDATED DAMAGES

45.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. A written notice of work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be

forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.

- 45.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:
- (a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
 - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as may be specified in any future Statement(s) of Work, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or
 - (c) Upon giving five (5) Days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.
- 45.3 The action noted in Sub-section 45.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.
- 45.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in Sub-section 45.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

46.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- 46.1 This Contract is subject to the provisions of COUNTY'S ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 46.2 Local Small Business Enterprise shall mean a business which is certified by the State of California as a small business and has had its principal office located in Los Angeles County for at least one year.
- 46.3 In federally funded County solicitations subject to the federal restriction on geographical preferences, a business which is certified as small by the SBA or which is registered as small on the federal Central Contractor Registration database.
- 46.4 Where geographic preferences are precluded by federal funding restriction, COUNTY departments shall be responsible for verifying that a small business enterprise is certified by the SBA or is registered as small on the federal Central Contractor Registration database.
- 46.5 The information furnished by each solicitation respondent requesting a local small business enterprise preference shall be under penalty of perjury.
- 46.6 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 46.7 CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 46.8 If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and CONTRACTOR knew, or should have known, that the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 46.8.1 Pay to COUNTY any difference between this Contract amount and what COUNTY'S costs would have been if this Contract had been properly awarded;

46.8.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of this Contract; and,

46.8.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

46.9 The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and COUNTY'S Office of Affirmative Action Compliance of this information.

47.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in COUNTY'S WebVen. Prior to a contract award, all potential contractors must register in COUNTY'S WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing COUNTY'S home page at http://lacounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing business' and 'main db').

48.0 MOST FAVORED PUBLIC ENTITY

If CONTRACTOR'S prices decline, or should CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to COUNTY.

49.0 NEPOTISM

CONTRACTOR certifies that it shall not hire nor permit the hiring of any person in a position funded under this Contract if a member of the person's immediate family is employed in an administrative capacity by CONTRACTOR. For the purpose of this Section, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by CONTRACTOR. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

50.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- 50.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 50.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit D, Attachment VII, CONTRACTOR'S Equal Employment Opportunity (EEO) Certification.
- 50.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 50.4 CONTRACTOR certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 50.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 50.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR'S employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 50.7 If COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to suspend or terminate this Contract. While COUNTY

reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this Contract.

50.8 The parties agree that in the event CONTRACTOR violates any of the anti-discrimination provisions of this Contract, COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

51.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict COUNTY from acquiring similar, equal, or like goods and/or services from other entities or sources.

52.0 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give written notice thereof, including all relevant information with respect thereto, to the other party.

53.0 NOTICE OF DISPUTE

CONTRACTOR shall bring to the attention of COUNTY CMM and/or COUNTY Program Director any dispute between COUNTY and CONTRACTOR regarding the performance of services as stated in this Contract. If COUNTY CMM or COUNTY Program Director is not able to resolve the dispute, the Director, or designee, shall resolve it.

54.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in

accordance with the requirements set forth in Internal Revenue Service Notice 1015, attached hereto as Exhibit D, Attachment IV.

55.0 OTHER CONTRACTS

55.1 A copy of any contracts between CONTRACTOR and other public or private organizations which directly impact activities funded under this Contract shall be kept on file at CONTRACTOR'S offices and shall be provided to COUNTY upon request. CONTRACTOR shall also notify COUNTY of any default, termination, or finding of withheld payments under these contracts.

55.2 CONTRACTOR warrants that no other funding source will be billed for services that are provided and paid for by COUNTY under this Contract.

56.0 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

56.1 The CONTRACTOR shall indemnify, hold harmless and defend COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. COUNTY shall inform the CONTRACTOR as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the CONTRACTOR'S defense and settlement thereof.

56.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that COUNTY'S continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the CONTRACTOR, at its sole expense, and providing that COUNTY'S continued use of the system is not materially impeded, shall either:

56.2.1 Procure for COUNTY all rights to continued use of the questioned equipment, part, or software product; or

56.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or

56.2.3 Modify the questioned equipment, part, or software so that it is free of claims.

56.3 The CONTRACTOR shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product,

either alone or in combination with other items not supplied by the CONTRACTOR, in a manner for which the questioned product was not designed nor intended.

57.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

58.0 PROBATION

58.1 COUNTY Project Director may place CONTRACTOR on probationary status when it is determined by COUNTY Project Director for any program(s) herein that CONTRACTOR either (1) has demonstrated a consistent and significant lack of achievement of Participant summary goals, or (2) is out of compliance with COUNTY sanction policy guidelines.

58.2 If CONTRACTOR is placed on probationary status, CONTRACTOR shall submit a corrective action plan within ten (10) days of the notice of probationary status. CONTRACTOR'S Corrective Action Plan (CAP) must be approved by COUNTY Project Director. COUNTY reserves the right to terminate Contract(s) of any CONTRACTOR on probationary status if CONTRACTOR does not submit an acceptable Corrective Action Plan or fails to meet the goals of an approved Corrective Action Plan.

59.0 PROPRIETARY RIGHTS

59.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During the term of this Contract and for five (5) years thereafter, the CONTRACTOR shall maintain and provide security for all of the CONTRACTOR'S working papers prepared under this Contract.

59.1.1 COUNTY shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the CONTRACTOR'S work pursuant to this Contract. The CONTRACTOR, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the COUNTY all of the CONTRACTOR'S right, title and interest in

and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the CONTRACTOR'S work under this Contract.

- 59.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 59.3 Any and all materials, software, tools, data and information not developed under this Contract, which CONTRACTOR desires to use hereunder and considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR and specifically identified to County's CMM as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL" on each appropriate page of any document containing such material.
- 59.4 COUNTY will use reasonable means to ensure that CONTRACTOR'S proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in this Sub-section COUNTY agrees not to reproduce, distribute or disclose such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 59.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way for:
- 59.5.1 Any material, data and information not plainly and prominently marked with restrictive legends;
- 59.5.2 Any materials, data and information covered under Sub-section 59.2; and,

59.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

59.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including but not limited to, fire and theft.

59.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

59.8 The provisions of Subsections 59.5, 59.6, and 59.7 shall survive the expiration of termination of this Contract.

60.0 PUBLIC RECORDS ACT

60.1 Any documents submitted by CONTRACTOR, all information obtained in connection with COUNTY'S right to audit and inspect CONTRACTOR'S documents, books, and accounting records pursuant to Part II, Section 62.0, "Record Retention and Inspection/Audit Settlement," of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

60.2 In the event COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret," "confidential," or "proprietary," CONTRACTOR agrees to defend and indemnify COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

61.0 PUBLICITY

61.1 CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing CONTRACTOR'S need to identify its services and related clients to sustain itself, COUNTY shall not inhibit CONTRACTOR from publishing its role under this Contract within the following conditions:

61.1.1 CONTRACTOR shall develop all publicity material in a professional manner; and

61.1.2 During the course of performance of this Contract, the CONTRACTOR, its employees, agents, and subcontractors shall not, and shall not authorize others to, publish or disseminate any commercial advertisements, press releases, opinions, feature articles, or other materials using the name of COUNTY without the prior written consent of the Director, or authorized designee. In no event shall the CONTRACTOR use any material which identifies any individual by name or picture as an applicant for or participant of services provided by CSS.

61.2 CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with COUNTY of Los Angeles, provided that the requirements of this Subsection 61.0 shall apply.

62.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

62.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with Generally Accepted Accounting Principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

62.2 CONTRACTOR agrees that COUNTY or its authorized representatives, the State of California, or its authorized representatives, and the Federal government, or its authorized representatives, shall have access to and the right to retrieve, examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including but not limited to, all time cards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY, State, or Federal authorities, during the term of

this Contract and for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the date of the submission of the final expenditure report, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All such material shall be maintained by CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY'S option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 62.3 COUNTY will monitor CONTRACTOR services under this Contract on a regular basis and may conduct unannounced visits to ensure contract compliance. Results of the monitoring efforts will be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of non-compliance. Monitoring activities may include, but are not limited to interviewing employees and program participants and entering any premises or any site in which any of the program services or activities funded are being conducted, or in which any records of CONTRACTOR are kept. All information will be maintained in a confidential manner in accordance with any and all federal, State and local laws. CONTRACTOR and its employees shall immediately and fully cooperate with such monitoring efforts.
- 62.4 In the event that an audit of CONTRACTOR is conducted specifically regarding this Contract by any Federal or State Auditor, or by any auditor, or accountant employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY'S CCM within thirty (30) days of CONTRACTOR'S receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 62.5 Failure on the part of CONTRACTOR to comply with any of the provisions of this Section 62.0 shall constitute a material breach of this Contract upon which COUNTY may terminate or suspend this Contract.
- 62.6 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of COUNTY conduct an audit of CONTRACTOR regarding the work performed under this Contract, and if such audit finds that COUNTY'S dollar liability for such work is less than payments made by COUNTY to CONTRACTOR, then the difference shall be either: (a) repaid by CONTRACTOR to COUNTY by cash payment upon demand; or (b) at the sole option of COUNTY'S Auditor-

Controller, deducted from any amounts due to CONTRACTOR from COUNTY, whether under this Contract or otherwise. If such audit finds that COUNTY'S dollar liability for such work is more than the payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY by cash payment, provided that in no event shall COUNTY'S maximum obligation for this Contract exceed the funds appropriated by COUNTY for the purpose of this Contract.

- 62.7 CONTRACTOR shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by CONTRACTOR to COUNTY. Such records shall be kept in accordance with Section 62.0, Record Retention and Inspection/Audit Settlement, herein below.

63.0 RECYCLED-CONTENT PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

64.0 SAFELY SURRENDERED BABY LAW

- 64.1 CONTRACTOR'S Acknowledgement of COUNTY'S Commitment to the Safely Surrendered Baby Law.

CONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is COUNTY'S policy to encourage all COUNTY Contractors to voluntarily post COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at CONTRACTOR'S place of business. CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. COUNTY'S Department of Children and Family Services will supply CONTRACTOR with the poster to be used.

- 64.2 Notice to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D, Attachment VI of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

65.0 SAFETY AND WORKING CONDITIONS

Applicable local, State and Federal health and safety standards shall be observed. If a participant or CONTRACTOR employee is in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC § 651 et seq.) and/or the California Occupational Safety and Health Act, as amended (Cal. Labor Code § 6300 et seq.), CONTRACTOR assures that such participant or employee will not be required or permitted to work, be trained, or receive services under working conditions which are unsanitary, hazardous or otherwise detrimental to a person's health or safety.

66.0 SUBCONTRACTING

- 66.1 The requirements of this Contract may not be subcontracted by CONTRACTOR **without the advance written approval of COUNTY**. Any attempt by CONTRACTOR to subcontract without the prior consent of COUNTY may be deemed a material breach of this Contract.
- 66.2 If CONTRACTOR desires to subcontract, CONTRACTOR shall provide the following information promptly at COUNTY'S request:
 - 66.2.1 A description of the work to be performed by the Subcontractor;
 - 66.2.2 A draft copy of the proposed subcontract; and
 - 66.2.3 Other pertinent information and/or certifications requested by COUNTY.
- 66.3 CONTRACTOR shall indemnify and hold COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR employees.
- 66.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that CONTRACTOR has determined to subcontract, notwithstanding COUNTY'S approval of CONTRACTOR'S proposed subcontract.
- 66.5 COUNTY'S consent to subcontract shall not waive COUNTY'S right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.
- 66.6 COUNTY'S CMM will notify CONTRACTOR with respect to approval of any subcontract and Subcontractor employees.

66.7 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of CMM all the following documents:

66.7.1 An executed Exhibit D, Attachment VIII, "CONTRACTOR Employee Acknowledgment and Confidentiality Agreement," executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.

66.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Section 4.2, Insurance Coverage Requirements, of this Contract, and

66.7.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to CONTRACTOR'S Tax Identification Number.

66.8 CONTRACTOR shall provide CMM with copies of all executed subcontracts after CMM's approval.

66.9 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.

66.10 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.

66.11 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees, and agents.

67.0 SUSPENSION OF CONTRACT

COUNTY may, by giving notice, suspend all or part of the program operations for CONTRACTOR'S failure to comply with the terms and conditions of this Contract. The Notice of Suspension, which shall be effective upon the date of posting, shall

set forth the conditions of non-compliance and the period provided for corrective action. Within ten (10) working days from the date of the Notice of Suspension, CONTRACTOR shall reply in writing, setting forth the corrective action(s) which will be undertaken, subject to COUNTY'S approval in writing. Failure to reply in accordance with this section may result in termination by COUNTY of all or part of this Contract, as well as the following:

- 67.1 COUNTY may temporarily withhold payments pending correction of the deficiencies by the CONTRACTOR.
- 67.2 The period of such suspension should be as long as is deemed necessary to accomplish the corrective actions.
- 67.3 If at the end of the time established for CONTRACTOR's CAP, COUNTY determines that the CONTRACTOR has not complied with the noted deficiencies in a satisfactory manner, the COUNTY may move forward with termination of the Contract.

68.0 TERMINATION FOR CONTRACTOR'S DEFAULT

- 68.1 COUNTY may, by written notice to CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY'S CMM:
 - 68.1.1 CONTRACTOR has materially breached this Contract;
 - 68.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
 - 68.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as COUNTY may authorize in writing) after receipt of written notice from COUNTY specifying such failure.
- 68.2 In the event COUNTY terminates this Contract in whole or in part as provided by Sub-section 68.1, COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to COUNTY for any and all excess cost incurred by COUNTY, as determined by COUNTY, for such similar goods and services. CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section 68.0.

- 68.3 Except with respect to defaults of any Subcontractor, CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 68.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this Sub-section 68.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 68.4 If, after COUNTY has given notice of termination under the provisions of this Section 68.0, it is determined by COUNTY that CONTRACTOR was not in default under the provisions of this Section 68.0 or that the default was excusable under the provisions of Sub-section 68.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Section 69.0, Termination for Convenience.
- 68.5 In the event COUNTY terminates this Contract in its entirety due to CONTRACTOR'S default as provided in Subsection 68.1, CONTRACTOR and COUNTY agree that COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, COUNTY'S costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, CONTRACTOR and COUNTY agree that COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 68.2, be entitled to liquidated damages from CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to COUNTY for such actual damages. This amount of liquidated damages shall be either paid by CONTRACTOR to COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, deducted from any amounts due to CONTRACTOR by COUNTY, whether under this Contract or otherwise.

68.5.1 These liquidated damages shall be in addition to any credits, which COUNTY is otherwise entitled to under this Contract, and CONTRACTOR'S payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Section 41.0, Indemnification.

68.6 The rights and remedies of COUNTY provided in this Section 68.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

69.0 TERMINATION FOR CONVENIENCE

69.1 This Contract may be terminated, in whole or in part, when COUNTY in its sole discretion, deems it to be in the COUNTY's best interest. Termination of work hereunder shall be effected by Notice of Termination to CONTRACTOR. The date upon which such termination becomes effective shall be no less than thirty (30) business days after the notice is sent. Notice of Termination shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective.

69.2 If Contract is terminated by COUNTY, the CONTRACTOR shall:

69.2.1 Stop work under this Contract on the date and to the extent specified in such notice;

69.2.2 Complete performances of such part of the work as shall not have been terminated by such notice; and

69.2.3 Adhere to COUNTY'S transition plan as determined by COUNTY.

69.3 If the Contract is terminated for convenience by CONTRACTOR, CONTRACTOR shall provide COUNTY with a transition plan to be approved by COUNTY. CONTRACTOR shall adhere to said transition plan.

69.4 All material including books, records, documents, or other evidence bearing on the costs and expenses of CONTRACTOR under this Contract shall be maintained by CONTRACTOR in accordance with Part II, Section 62.0, "Record Retention and Inspection/Audit Settlement".

70.0 TERMINATION FOR IMPROPER CONSIDERATION

70.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or

agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to CONTRACTOR'S performance pursuant to this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

- 70.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 70.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

71.0 TERMINATION FOR INSOLVENCY

- 71.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - 71.1.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
 - 71.1.2 The filing of a voluntary or involuntary petition regarding CONTRACTOR under the Federal Bankruptcy Code;
 - 71.1.3 The appointment of a Receiver or Trustee for CONTRACTOR; or
 - 71.1.4 The execution by CONTRACTOR of a general assignment for the benefit of creditors.
- 71.2 The rights and remedies of COUNTY provided in this Section 71.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

72.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in COUNTY Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with COUNTY'S Lobbyist Ordinance, COUNTY Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by CONTRACTOR to fully comply with COUNTY'S Lobbyist Ordinance shall constitute a material breach of this Contract upon which COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

73.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Contract during any of COUNTY'S future fiscal years unless and until COUNTY'S Board of Supervisors appropriates funds for this Contract in COUNTY'S Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

74.0 TERMINATION OF PROGRAM OR MODIFICATION

In the event the Program is terminated for any reason, COUNTY may terminate this Contract without further liability for services yet to be rendered. Further, should the Program be modified so that funds are reduced and/or the scope of services is changed, COUNTY may modify this Contract accordingly. Termination or modification pursuant to this section shall be effective on the date notice is posted to CONTRACTOR.

75.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

75.1 This Contract is subject to the provisions of the COUNTY'S ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

75.2 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

75.3 CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of

influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

75.4 If CONTRACTOR has obtained COUNTY certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

75.4.1 Pay to the COUNTY any difference between the contract amount and what the COUNTY'S costs would have been if the contract had been properly awarded;

75.4.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

75.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

75.5 The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

76.0 USE OF COUNTY SEAL AND CSS DEPARTMENT LOGO

CONTRACTOR shall not use or display the official seal of the COUNTY or the logo of CSS on any of its letterheads or other communication with any debtor, or for any other reason unless each form of usage has prior written approval of the Los Angeles County Board of Supervisors.

77.0 USE OF FUNDS

All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR'S provision of services under this Contract are subject to review and/or audit by COUNTY or its designee and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR'S liability for such audit exceptions, as determined by COUNTY, upon demand by COUNTY.

78.0 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

79.0 WAIVER

No waiver by COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 79.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of Community and Senior Services and the CONTRACTOR has subscribed the same through its authorized officer, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Cynthia D. Banks, Director
Community and Senior Services

APPROVED AS TO FORM
BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, JR., County Counsel

BY _____
Jill Meyers, Senior Associate County Counsel

CONTRACTOR

By: _____
(Signature)

(Print or Type Name)

(Title)

(Date)

(Contractor's Corporation/LLC)

By: _____
(Authorized Signature)

(Print or Type Name)

(Print or Type Title)



**COUNTY OF LOS ANGELES
DEPARTMENT OF COMMUNITY AND SENIOR SERVICES
WORKFORCE INVESTMENT ACT (WIA) ADULT & DISLOCATED WORKER
PROGRAM
EXHIBIT A (A & DW):
STATEMENT OF WORK**

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ADULT & DISLOCATED WORKER PROGRAM EXHIBIT A: STATEMENT OF WORK

1.0 PREAMBLE

For over a decade, the COUNTY has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the COUNTY's contracting partners share the COUNTY and community's commitment to provide health and human services that support achievement of the COUNTY's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the COUNTY by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the COUNTY Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between COUNTY departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness

Recognizing no single strategy - in isolation - can achieve the COUNTY's outcomes of well-being for children and families, consensus has emerged among COUNTY and community leaders that making substantial improvements in integrating the COUNTY's health and human services system is necessary to significantly move toward achieving these outcomes. The COUNTY has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- There is no "wrong door": wherever a family enters the system is the right place.
- Families receive services tailored to their unique situations and needs.
- Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- The COUNTY service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- The COUNTY service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- In supporting families and communities, COUNTY agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- COUNTY agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- COUNTY agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- COUNTY agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.

- COUNTY agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- The COUNTY human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the COUNTY human services system for children and families should ultimately be judged by whether it helps achieve the COUNTY's five outcomes for children and families: good health, economic wellbeing, safety and survival, emotional and social well-being, and education and workforce readiness.

The COUNTY, its clients, contracting partners, and the community will continue to work together to develop ways to make COUNTY services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service and Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team - staff and volunteers - will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of service

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all COUNTY health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

2.0 SCOPE OF WORK (ADULT PROGRAM)

2.1 The statement of work defines the minimum required tasks for the provision of services to Adults ages 18 and over. CONTRACTOR is obligated to provide the services defined herein. The COUNTY has established a cost reimbursement agreement with CONTRACTOR.

2.1.1 CONTRACTOR shall provide all clients access to Core, Intensive Training, placement and post follow-up services through the WorkSource system and its partners. The COUNTY has approved a maximum placement cost of \$8500 per WIA Adult client.

2.2 Program Eligibility

2.2.1 CONTRACTOR shall determine eligibility based on the information attained during the initial assessment. CONTRACTOR shall provide all clients with access to Core A services, as described in 4.1.1. However, eligibility for services in the WIA Adult Program, which begins at the Core B service level as discussed in 4.1, is limited to individuals who are:

- Eighteen (18) years of age or older;
- Legally entitled to work in the United States; and
- If male, registered with the Selective Service (applies only to applicants who are 18-21 at the time of application).

2.3 Connectivity

2.3.1 CONTRACTOR shall utilize only the services of training providers listed on the approved State of California Employment and Training Provider List (ETPL).

2.3.2 CONTRACTOR shall ensure that training providers provide the WorkSource Center with client progress reports, attendance records and other applicable documentation.

2.4 CONTRACTOR's WorkSource Centers and training locations shall be safe and comfortable environments. These sites must be easily accessible by public transportation and must be compliant with the Americans with Disabilities Act (ADA).

2.5 CONTRACTOR shall ensure that all clients registered in the program are assessed to determine vocational interests and work readiness, as discussed in Subsection 4.1.2.

2.6 CONTRACTOR shall work with the other WIA funded WorkSource Centers to ensure clients are referred as necessary.

2.7 CSS Project Manager, or designated alternate, shall have full authority to monitor CONTRACTOR's performance in the day-to-day operation of the contract.

2.8 CONTRACTOR shall provide sufficient personnel, as proposed by CONTRACTOR, to perform all work specified herein.

2.9 CONTRACTOR shall ensure that in the event that the availability of funds become limited, the availability of other federal funds, such as Temporary Assistance to Needy Families should be considered.

2.10 CONTRACTOR shall give priority for Intensive Services (further described in Subsection 4.1.3 of this Exhibit A) and Training Services (further described in Subsection 4.1.4 of this Exhibit A) to recipients of public assistance and other low-income individuals in cases where the Los Angeles County Workforce Investment Board determines that funds are limited.

2.11 CONTRACTOR shall comply with the following reporting requirements:

2.11.1 Fiscal Monthly Invoice: Two (2) copies of the Fiscal Monthly Invoice are to be submitted not later than the 10th day of each month to be sent to:

Community and Senior Services
3175 W. Sixth Street, Box 24
Los Angeles, CA 90020
Attn: Carol Domingo, Contract Management Manager

- 2.11.2 Participant Reporting Requirements: Participant data information must be reported in the State Job Training Automation (JTA) system not later than 30 days after the date of participant activity.

3.0 SCOPE OF WORK (DISLOCATED WORKER PROGRAM)

- 3.1 The statement of work defines the minimum required tasks for the provision of services to Dislocated Workers ages 18 and over. CONTRACTOR is obligated to provide the services defined herein. The COUNTY has established a cost reimbursement agreement with CONTRACTOR.

- 3.1.1 CONTRACTOR shall provide all clients access to Core, Intensive Training, placement and post follow-up services through the WorkSource system and its partners. The COUNTY has approved a maximum placement cost of \$10,900 per WIA Dislocated Worker client.

3.2 Program Eligibility

- 3.2.1 CONTRACTOR shall determine eligibility based on the information attained during the initial assessment. Eligibility for services in the WIA Dislocated Worker Program is limited to individuals who meet one or more of the following criteria:
- Has been terminated, or laid off, or who has received a notice of termination or layoff from employment;
 - Is eligible for or has exhausted entitlement to unemployment compensation;
 - Has been employed for a period of time sufficient to demonstrate attachment to the workforce but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that were not covered under a State unemployment compensation law;
 - Is unlikely to return to a previous industry or occupation;
 - Has been terminated, or laid off, or has received a notice of termination or layoff from employment as a result of any permanent closure of or any substantial layoff at a plant, facility, or enterprise;
 - Is employed at a facility which the employer has made a general announcement that such a facility will close in 180 days;
 - Was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of

general economic conditions in the community in which the individual resides or because of natural disasters;

- Is a displaced homemaker;
- Has documentation to verify "the right to work";
- Is compliant with Selective Services requirements.

3.3 Connectivity

3.3.1 CONTRACTOR shall utilize only the services of training providers listed on the approved State of California Employment and Training Provider List (ETPL).

3.3.2 CONTRACTOR shall ensure that training providers provide the WorkSource Center with client progress reports, attendance records and other applicable documentation.

3.4 CONTRACTOR's WorkSource Centers and training locations shall be safe and comfortable environments. These sites must be easily accessible by public transportation and must be compliant with the Americans with Disabilities Act (ADA).

3.5 CONTRACTOR shall ensure that all clients registered in the program are assessed to determine vocational interests and work readiness, as discussed in Subsection 5.1.2 of this Exhibit A.

3.6 In cases where it is necessary, CONTRACTOR shall work with the other WIA funded WorkSource Centers to ensure clients are referred as necessary.

3.7 CSS Project Manager, or designated alternate, shall have full authority to monitor CONTRACTOR's performance in the day-to-day operation of the contract.

3.8 CONTRACTOR shall provide sufficient personnel, as agreed upon by CONTRACTOR and COUNTY, to perform all work specified herein.

3.9 CONTRACTOR shall ensure that in the event that the availability of funds become limited, the availability of other federal funds, such as Temporary Assistance to Needy Families should be considered.

3.10 CONTRACTOR shall give priority for Intensive Services (further described in Subsection 5.1.3 of this Exhibit A) and Training Services (further described in Subsection 5.1.4 of this Exhibit A) to recipients of public assistance and other low-income individuals in cases where the Los Angeles County Workforce Investment Board determines that funds are limited.

3.11 CONTRACTOR shall comply with the following reporting requirements:

3.11.1 Fiscal Monthly Invoice: Two (2) copies of the Fiscal Monthly Invoice are to be submitted not later than the 10th day of each month to be sent to:

Community and Senior Services
3175 W. Sixth Street, Box 24
Los Angeles, CA 90020
Attn: Carol Domingo,
Contract Management Manager

3.11.2 Participant Reporting Requirements: Participant data information must be reported in the State Job Training Automation (JTA) system not later than 30 days after the date of participant activity.

4.0 SPECIFIC TASKS (ADULT PROGRAM)

4.1 CONTRACTOR shall provide services, which are broken down into four services levels as follows: Core A, Core B, Intensive, and Training. Registration in the WIA Adult Program begins at the Core B service level and clients must be assessed for eligibility.

4.1.1 **Core A Services.** Core A services are available to all individuals and do not require WIA registration or enrollment. CONTRACTOR shall make available to all clients for self-directed use the following services:

- Computers and printers
- Internet access
- Phones and fax machines
- Job posting information
- Job clubs
- Informational workshops

This service level is more commonly referred to as Universal Access.

4.1.2 **Core B Services.** After determining eligibility and registering clients into the WIA Adult Program, CONTRACTOR shall provide the following Core B services:

4.1.2.1 CONTRACTOR shall provide outreach, intake and orientation to the WorkSource Center.

4.1.2.2 CONTRACTOR shall utilize the following principles as a comprehensive framework for developing and conducting an effective assessment program:

- a. Use only reliable assessment instruments and procedures;
 - b. Use assessment tools and processes that are appropriate for the target population;
 - c. Ensure staff are properly trained in assessment techniques and for the assessment tools they are using;
 - d. Where testing is used, ensure testing conditions are suitable for all test takers;
 - e. Ensure that results are interpreted properly; and
 - f. Integrate assessment information with other knowledge about the participant.
- 4.1.2.3 CONTRACTOR shall provide initial assessments to assist participants to identify strengths, transferable skills, interests, work values, and priorities.
- 4.1.2.4 CONTRACTOR shall utilize assessments as the underlying process in the development of an Individual Employment Plan (IEP), as described in 20 CFR 663.245, which serves as each client's plan for services, and has the goal of client self-sufficiency.
- 4.1.2.5 CONTRACTOR shall provide staff-assisted job search, job referrals, workshops, career counseling, and placement assistance.
- 4.1.2.6 CONTRACTOR shall provide employment statistics information to clients.
- 4.1.2.7 CONTRACTOR shall provide training, education, and rehabilitation provider performance cost information, as well as Local Area Performance information to clients.
- 4.1.2.8 CONTRACTOR shall provide information on and referral to supportive services including child care and transportation available in the local area.
- 4.1.2.9 CONTRACTOR shall provide information on unemployment compensation.
- 4.1.2.10 CONTRACTOR shall provide eligibility assistance for Welfare-to-Work activities.
- 4.1.2.11 CONTRACTOR shall provide eligibility assistance for non-WIA training and education.

4.1.2.12 CONTRACTOR shall provide mandatory twelve months post-program follow-up services.

4.1.2.13 CONTRACTOR shall determine eligibility and need for Intensive Services.

4.1.3 **Intensive Services.** CONTRACTOR shall provide the following Intensive Services, in addition to Core B services as specified below in 4.1.3.1.

4.1.3.1 CONTRACTOR shall provide Intensive Services to clients that have receive at least one Core B service, as listed above, and are unable to obtain employment through Core B services and are determined by the WorkSource Center to be in need of more Intensive services to obtain or retain employment.

4.1.3.2 CONTRACTOR shall provide comprehensive and specialized assessments, such as diagnostic testing and interviewing to determine skill levels and service needs of the participants.

4.1.3.3 CONTRACTOR shall develop detailed individual employment plan, as defined in 20 CFR 663.245.

4.1.3.4 CONTRACTOR shall provide access to group counseling.

4.1.3.5 CONTRACTOR shall provide individual counseling and career planning.

4.1.3.6 CONTRACTOR shall provide individualized and intensive case management.

4.1.3.7 CONTRACTOR shall provide short-term pre-vocational services, as further described in WIA Section 134 (d)(3)(C)(vi).

4.1.3.8 CONTRACTOR shall provide work experience.

4.1.3.9 CONTRACTOR shall provide mandatory twelve months post-program follow-up services.

4.1.4 **Training Services**

4.1.4.1 CONTRACTOR shall provide Training Services to clients who have met the eligibility requirements for Intensive services and have been unable to obtain employment or retain employment through such services.

- 4.1.4.2 CONTRACTOR shall provide Training Services to clients who are unable to obtain other grant/funding assistance for such services or require additional assistance beyond the monies available from other grants.
- 4.1.4.3 CONTRACTOR shall ensure that in cases where an application for a Federal Pell Grant is pending, WIA Training Services may be utilized with reimbursement to the WIA program upon approval of the Pell Grant.
- 4.1.4.4 Training Services include the following:
 - 4.1.4.4.1 CONTRACTOR shall provide occupational skills training to enable successful job performance. Such training may include the development of work attitudes, work habits, work tolerance, and social and behavior patterns.
 - 4.1.4.4.2 CONTRACTOR shall provide on-the-job training. On-the-job training is defined as training by an employer that is provided to a paid participant while engaged in productive work in a job that:
 - a. provides knowledge of skills essential to the full and adequate performance of the job;
 - b. provides reimbursement to the employer of up to 50 percent of the wage rate of the participant, for the extraordinary costs of providing the training and additional supervision related to the training; and
 - c. is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.
 - 4.1.4.4.3 CONTRACTOR shall provide specialized workforce training including but not limited to workplace training, skills upgrading and retraining, entrepreneurial training, private sector training, and job readiness training.

- 4.1.4.4.4 CONTRACTOR shall provide Adult Education and Literacy Activities combined with any of the above services. Such activities include workplace literacy services, family literacy services, and English literacy programs.

Adult Education and Literacy Activities are defined as services or instruction below the post secondary education level for individuals who:

- a. lack sufficient mastery of basic educational skills that enable them to function effectively in society;
- b. do not have a secondary school diploma or its recognized equivalent, and have not achieved an equivalent level of education; or
- c. for individuals who are unable to speak, read, write, compute and solve problems in English at levels of proficiency necessary to function on the job, in their family and in society.

- 4.1.4.4.5 CONTRACTOR shall provide Customized Training [WIA Section 101].

Customized Training is defined as training that is:

- a. designed to meet the special requirements of an employer (including a group of employers);
- b. conducted with a commitment by the employer to employ an individual on successful completion of the training; and
- c. at least 50 percent of the cost of the training is paid by the employer.

4.2 Supportive Services

- 4.2.1 CONTRACTOR shall provide Supportive Services, as defined in WIA Sections 101(46), 134(e)(2), and 134(e)(3), to registered clients who are receiving Core B, Intensive, or Training Services and who are unable to obtain services through other programs and are determined to be in need of such services to participate in WIA Title I activities.

4.2.2 CONTRACTOR shall make available the following Supportive Services which may include the following services:

- Transportation
- Child-care and dependent care
- Housing
- Needs-related payments that are necessary to enable an individual to participate in activities authorized under WIA Title I.

4.3 Performance Measures and Standards/Goals:

4.3.1 The CONTRACTOR shall utilize the WIA Performance Requirements Matrix for the Adult Program to measure planned performance against outcomes.

4.3.2 CONTRACTOR shall not exceed the COUNTY approved maximum placement cost of \$8500 per WIA Adult client.

4.3.3 CONTRACTOR shall meet or exceed the following performance levels as required by the Department of Labor (DOL) WIA Performance Measures listed below. As DOL measures are affected by current and prior contracts, multiple DOL performance requirement measures are a requirement of this contract.

WIA ADULT Performance Measure ¹	LEVEL FY 2006-07 ²
Entered Employment Rate (Common)	74.20 %
Employment Rate Retention (Common)	77.70 %
Earnings Rate Change (Common)	\$3,500
Employment and Credential Rate (Standard)	56 %

WIA ADULT Performance Measure ¹	LEVEL FY 2007-08 ²
Entered Employment Rate (Common)	74.20 %
Employment Rate Retention (Common)	77.70 %
Earnings Rate Change (Common)	\$3,500
Employment and Credential Rate (Standard)	56 %

WIA ADULT Performance Measure ¹	LEVEL FY 2008-09 ²
Entered Employment Rate (Common)	78.0 %
Employment Rate Retention (Common)	83.0 %
Earnings Rate Change (Common)	\$12,500
Employment and Credential Rate (Standard)	59 %

1. Contractor is referenced to WIA Sections 136(b)(2)(A) for further description of Performance Measures.
2. The percentages/numbers listed are for planning purposes only. CONTRACTOR shall still be held to the yearly DOL performance requirements that will be established as a result of the negotiations between the COUNTY and the State. Upon completion of these negotiations, CONTRACTOR shall be notified of the revised performance levels.

- 4.3.4 CONTRACTOR acknowledges that all of the above measures are based upon when the client exits from WIA Adult Program services. The CONTRACTOR must be able to measure these outcomes by obtaining, tracking, measuring and reporting the performance data of the core indicators for its clients' activities as required by the Local Workforce Investment Area (LWIA). The Federal Government, State of California, or the County, in conjunction with the Workforce Investment Board, may establish additional performance measures which the Contractor must achieve within 85% of goals established.
- 4.3.5 CONTRACTOR shall, at a minimum, be held to the yearly State Performance requirements regardless of when the State notifies the County of the performance numbers.
- 4.3.6 The CONTRACTOR shall cooperate with the COUNTY during monitoring visits to assess quarterly performance against the WIA Performance Requirements Matrix and the Statement of Work. The Los Angeles County-Workforce Investment Board (LAC-WIB) will determine additional performance areas, as necessary, for continued improvement of services to customers and to meet the reporting requirements of the State and the LAC-WIB.

PLEASE NOTE: THE PERFORMANCE MEASURES MAY CHANGE IF THE WIA REAUTHORIZATION BILL IS SIGNED. ALL CONTRACTORS MUST DEMONSTRATE THE CAPABILITY TO MODIFY THEIR PROGRAM DESIGN TO COMPLY WITH THE NEW REGULATIONS.

5.0 SPECIFIC TASKS (DISLOCATED WORKER PROGRAM)

5.1 CONTRACTOR shall provide services, which are broken down into four services levels as follows: Core A, Core B, Intensive, And Training. Registration in the WIA Dislocated Worker Program begins at the Core B service level and clients must be assessed for eligibility.

5.1.1 **Core A Services.** Core A services are available to all individuals and do not require WIA registration or enrollment. CONTRACTOR shall make available to all clients for self-directed use the following services:

- Computers and printers
- Internet access
- Phones and fax machines
- Job posting information
- Job clubs
- Informational workshops

This service level is more commonly referred to as Universal Access.

5.1.2 **Core B Services.** After determining eligibility and registering clients into the WIA Dislocated Worker Program, CONTRACTOR shall provide the following Core B services:

5.1.2.1 CONTRACTOR shall provide outreach, intake and orientation to the WorkSource Center.

5.1.2.2 CONTRACTOR shall utilize the following principles as a comprehensive framework for developing and conducting an effective assessment program:

- Use only reliable assessment instruments and procedures;
- Use assessment tools and processes that are appropriate for the target population;
- Ensure staff are properly trained in assessment techniques and for the assessment tools they are using;
- Where testing is used, ensure testing conditions are suitable for all test takers;
- Ensure that results are interpreted properly; and
- Integrate assessment information with other knowledge about the participant.

- 5.1.2.3 CONTRACTOR shall provide initial assessments to assist participants to identify strengths, transferable skills, interests, work values, and priorities.
- 5.1.2.4 CONTRACTOR shall utilize assessments as the underlying process in the development of an Individual Employment Plan (IEP), as described in 20 CFR 663.245, which serves as each client's plan for services, and has the goal of client self-sufficiency.
- 5.1.2.5 CONTRACTOR shall provide staff-assisted job search, job referrals, workshops, career counseling, and placement assistance.
- 5.1.2.6 CONTRACTOR shall provide employment statistics information to clients.
- 5.1.2.7 CONTRACTOR shall provide training, education, and rehabilitation provider performance cost information, as well as local area performance information to clients.
- 5.1.2.8 CONTRACTOR shall provide information on and referral to supportive services including child care and transportation available in the local area.
- 5.1.2.9 CONTRACTOR shall provide information on unemployment compensation.
- 5.1.2.10 CONTRACTOR shall provide eligibility assistance for Welfare- to-Work activities.
- 5.1.2.11 CONTRACTOR shall provide eligibility assistance for non-WIA training and education.
- 5.1.2.12 CONTRACTOR shall provide mandatory twelve months post- program follow-up services.
- 5.1.2.13 CONTRACTOR shall determine eligibility and need for Intensive Services.
- 5.1.3 **Intensive Services.** CONTRACTOR shall provide the following Intensive Services, in addition to Core B services as specified below in 5.1.3.1:
 - 5.1.3.1 CONTRACTOR shall provide Intensive Services to clients that have received at least one Core B service, as listed above, and are unable to obtain employment through Core B services and are determined by the WorkSource Center to be in need of more Intensive services to obtain or retain employment.

- 5.1.3.2 CONTRACTOR shall provide comprehensive and specialized assessments, such as diagnostic testing and interviewing.
- 5.1.3.3 CONTRACTOR shall develop detailed individual employment plan, as defined in 20 CFR 663.245.
- 5.1.3.4 CONTRACTOR shall provide access to group counseling.
- 5.1.3.5 CONTRACTOR shall provide individual counseling career planning.
- 5.1.3.6 CONTRACTOR shall provide individualized and intensive case management.
- 5.1.3.7 CONTRACTOR shall provide short-term pre-vocational services.
- 5.1.3.8 CONTRACTOR shall provide work experience.
- 5.1.3.9 CONTRACTOR shall provide mandatory twelve months post-program follow-up services.

5.1.4 Training Services

- 5.1.4.1 CONTRACTOR shall provide Training Services to clients who have met the eligibility requirements for Intensive Services and have been unable to obtain employment or retain employment through such services.
- 5.1.4.2 CONTRACTOR shall provide Training Services to clients who are unable to obtain other grant/funding assistance for such services or require additional assistance beyond the monies available from other grants.
- 5.1.4.3 CONTRACTOR shall ensure that in cases where an application for a Federal Pell Grant is pending, WIA Training Services may be utilized with reimbursement to the WIA program upon approval of the Pell Grant.
- 5.1.4.4 Training Services include the following:
 - 5.1.4.4.1 CONTRACTOR shall provide occupational skills training to enable successful job performance. Such training may include the development of work attitudes, work habits, work tolerance, and social and behavior patterns.

5.1.4.4.2 CONTRACTOR shall provide on-the-job training. On-the-job training is defined as training by an employer that is provided to a paid participant while engaged in productive work in a job that:

- provides knowledge of skills essential to the full and adequate performance of the job;
- provides reimbursement to the employer of up to 50 percent of the wage rate of the participant, for the extraordinary costs of providing the training and additional supervision related to the training; and
- is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.

5.1.4.4.3 CONTRACTOR shall provide specialized workforce training including but not limited to workplace training, skills upgrading and retraining, entrepreneurial training, private sector training, and job readiness training.

5.1.4.4.4 CONTRACTOR shall provide Dislocated Worker Education and Literacy activities combined with any of the above services. Such activities include workplace literacy services, family literacy services, and English literacy programs.

Dislocated Worker Education and Literacy Activities are defined as services or instruction below the post secondary education level for individuals who:

- a. lack sufficient mastery of basic educational skills that enable them to function effectively in society;
- b. do not have a secondary school diploma or its recognized equivalent,

and have not achieved an equivalent level of education; or

- c. for individuals who are unable to speak, read, write, compute and solve problems in English at levels of proficiency necessary to function on the job, in their family and in society.

5.1.4.4.5 CONTRACTOR shall provide Customized Training. Customized Training is defined as training that is:

- a. designed to meet the special requirements of an employer (including a group of employers);
- b. conducted with a commitment by the employer to employ an individual on successful completion of the training; and
- c. at least 50 percent of the cost of the training is paid by the employer.

5.2 Supportive Services

5.2.1 CONTRACTOR shall provide Supportive Services, as defined in WIA Sections 101 (46), 134(e)(2) and 134(e)(3), to registered clients who are receiving Core B, Intensive, or Training Services and who are unable to obtain services through other programs and are determined to be in need of such services to participate in WIA Title I activities.

5.2.2 CONTRACTOR shall make available the following Supportive Services which may include the following services:

- Transportation
- Child-care and dependent care
- Housing
- Needs-related payments that are necessary to enable an individual to participate in activities authorized under WIA Title I.

5.3 Performance Measures and Standards/Goals:

5.3.1 The CONTRACTOR shall utilize the WIA Performance Requirements Matrix for the Dislocated Worker Program to measure planned performance against outcomes.

5.3.2 CONTRACTOR shall not exceed the COUNTY approved maximum placement cost of \$10,900 per WIA Dislocated Worker client.

5.3.3 CONTRACTOR shall meet or exceed the following performance levels as required by the Department of Labor (DOL) WIA Performance Measures listed below. As DOL measures are affected by current and prior contracts, multiple DOL performance requirement measures are a requirement of this contract.

WIA DISLOCATED WORKER Performance Measure ¹	LEVEL FY 2006-07 ²
Entered Employment Rate (Common)	82.0 %
Employment Rate Retention (Common)	86.0 %
Earnings Rate Change (Common)	-\$3,500
Employment and Credential Rate (Standard)	67.0 %

WIA DISLOCATED WORKER Performance Measure ¹	LEVEL FY 2007-08 ²
Entered Employment Rate (Common)	85.0 %
Employment Rate Retention (Common)	87.0 %
Earnings Rate Change (Common)	\$15,800
Employment and Credential Rate (Standard)	67.0 %

WIA DISLOCATED WORKER Performance Measure ¹	LEVEL FY 2008-09 ²
Entered Employment Rate (Common)	86.0 %
Employment Rate Retention (Common)	88.0 %
Earnings Rate Change (Common)	\$15,900
Employment and Credential Rate (Standard)	69.0 %

1. Contractor is referenced to WIA Sections 136(b)(2)(A) for further description of Performance Measures.
2. The percentages/numbers listed are for planning purposes only. CONTRACTOR shall still be held to the yearly DOL performance requirements that will be established as a result of the negotiations between the COUNTY and the State. Upon completion of these negotiations, CONTRACTOR shall be notified of the revised performance levels.

- 5.3.4 CONTRACTOR acknowledges that all of the above measures are based upon when the client exits from WIA Dislocated Worker Program services. The CONTRACTOR must be able to measure these outcomes by obtaining, tracking, measuring and reporting the performance data of the core indicators for its clients' activities as required by the Local Workforce Investment Area (LWIA). The State or the County, in conjunction with the Workforce Investment Board, may establish additional performance measures and the Contractor must achieve 85% of the goals established by the WIB.
- 5.3.5 CONTRACTOR shall, at a minimum, be held to the yearly State Performance requirements regardless of when the State notifies the County of the performance numbers.
- 5.3.6 The CONTRACTOR shall cooperate with the COUNTY during monitoring visits to assess quarterly performance against the WIA Performance Requirements Matrix and the Statement of Work. The Los Angeles County-Workforce Investment Board (LAC-WIB) will determine additional performance areas, as necessary, for continued improvement of services to customers and to meet the reporting requirements of the State and the LAC-WIB.

PLEASE NOTE: THE PERFORMANCE MEASURES MAY CHANGE IF THE WIA REAUTHORIZATION BILL IS SIGNED. ALL CONTRACTORS MUST DEMONSTRATE THE CAPABILITY TO MODIFY THEIR PROGRAM DESIGN TO COMPLY WITH THE NEW REGULATIONS.

6.0 QUALITY ASSURANCE PLAN AND FAILURE TO PERFORM

- 6.1 The CONTRACTOR shall establish and maintain a Quality Assurance Plan (QAP) to assure the requirements of the contract are met. A copy must be provided to the Contracts Management Manager (CMM) as defined in Part II Section 3.1 Standard Terms and Conditions on the contract start date and as changes occur. The original QAP and any revisions thereto shall include, but not be limited to the following:
 - 6.1.1 Methods used to ensure that the quality of service performed fully meets the performance requirements set forth in the Statement of Work and Exhibit C, Performance Requirements Summary. CONTRACTOR shall include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

- 6.1.2 If CONTRACTOR performance requirements are not met, the CMM may call CONTRACTOR, send CONTRACTOR a User Complaint Report (UCR), Attachment XI, or both. CONTRACTOR shall respond to a call within one hour and respond to a UCR within twenty-four (24) hours of receipt. All performance requirement issues will be reported to the CMM.
- 6.1.3 Methods for ensuring uninterrupted service to COUNTY in the event of a strike by CONTRACTOR's employees or any other potential disruption in service.
- 6.2 CONTRACTOR shall not utilize any employee or Subcontractor whose work has been deemed deficient and unacceptable by the CMM.

7.0 QUALITY ASSURANCE MONITORING

The CMM, or other personnel authorized by the COUNTY, will monitor CONTRACTOR's performance under this contract using the quality assurance procedures specified in this Statement of Work and Exhibit C, Performance Requirements Summary. All monitoring will be conducted in accordance with Part II, Section 25.0, COUNTY's Quality Assurance Plan, of the Contract.

EXHIBIT B (A)

FY 2008-2009

WIA TITLE I
ADULT BUDGET

☒ BUDGET INFORMATION SUMMARY

☒ LINE ITEM BUDGET

LEGAL NAME OF CONTRACTOR: _____

CONTRACT #: _____

AMENDMENT #: _____

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
WORKFORCE INVESTMENT ACT**

Exhibit B (A)
Page 1 of 10

**BUDGET INFORMATION SUMMARY
WIA TITLE I ADULT BUDGET**

Legal Name of Contractor: _____

Contract Period: 7/1/2008 thru 6/30/2009

Aka WorkSource Center Name: _____

Contract #: _____

Prepared by: _____

Phone: _____

E-Mail: _____

Amendment #: _____
Modification #: _____

A. COST ACTIVITY SUMMARY

TOTAL COST: \$

PROGRAM ACTIVITY	LEVERAGED RESOURCES (NON-WIA FUNDED)	WIA AMOUNT BUDGETED	% ALLOCATED
Core A			
Core B			
Intensive			
*Training/Tuition			
**Other Training Services			
Administrative Costs			

* Training/Tuition includes ITA, OJT and Customized Training tuition costs

TOTAL COSTS

\$0

0.00%

** Other training services includes any training service other than tuition such as in-house staff training, training materials and supportive services that enable a person to attend training

B. MONTHLY EXPENDITURES OF PROGRAM COSTS BY ACTIVITY (NON-CUMULATIVE)

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Core A													
Core B													
Intensive													
Training/Tuition													
Training Services													
Admin. Cost													
TOTALS	-	-	-	-	-	-	-	-	-	-	-	-	-

C. ALLOCATIONS BY SUPERVISORIAL DISTRICT

Supervisory District I	Supervisory District II	Supervisory District III	Supervisory District IV	Supervisory District V	Total
					\$ -

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
WORKFORCE INVESTMENT ACT**

Exhibit B (A)
Page 2 of 10

**LINE ITEM BUDGET SUMMARY
WIA TITLE I ADULT BUDGET**

Legal Name of Contractor: _____

Contract Period: 7/1/2008 thru 6/30/2009

Aka WorkSource Center Name: _____

Contract #: _____

Prepared by: _____ Phone: _____

E-Mail: _____

Amendment #: _____
Modification #: _____

Complete Budget Summary and all Schedule forms separately for each program.

LINE ITEM EXPENDITURES	TOTAL WIA COST	ADMIN. COST 53%	PROGRAM COST (A+B+C+D+E)	CORE A (A)	CORE B (B)	INTENSIVE (C)	TRAINING TUITION (D)	OTHER TRNG. SVCS. (E)
PERSONNEL COSTS								
Salary and Wages	-		-					
Fringe Benefits	-		-					
Sub-Total Personnel Costs	-	-	-	-	-	-	-	-
NON-PERSONNEL COSTS								
Facility (Rent/Lease)	-		-					
Tenant Improvements (not included in lease)	-		-					
Utilities (telephone, ISP, gas, electricity, water)	-		-					
Janitorial Services/Maintenance Repairs	-		-					
Equipment Purchase (Purchase/Lease)	-		-					
Indirect Cost Rate - attach current approved letter from Cognizant Agency	-		-					
Office Supplies	-		-					

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
WORKFORCE INVESTMENT ACT
LINE ITEM BUDGET SUMMARY
WIA TITLE I ADULT BUDGET**

Legal Name of Contractor: _____

Contract Period: 7/1/2008 thru 6/30/2009

Aka WorkSource Center Name: _____

Contract #: _____

Prepared by: _____

Phone: _____

E-Mail: _____

Amendment #: _____
Modification #: _____

Complete Budget Summary and all Schedule forms separately for each program.

LINE ITEM EXPENDITURES	TOTAL WIA COST	ADMIN. COST ≤3%	PROGRAM COST (A+B+C+D+E)	CORE A (A)	CORE B (B)	INTENSIVE (C)	TRAINING/ TUITION (D)	OTHER TRNG. SVCS. (E)
NON-PERSONNEL COSTS								
Resource Room Materials	-		-					
Testing Materials (e.g. Background Checks)	-		-					
Advertising/Marketing	-		-					
Insurance (name specific insurances charged)	-		-					
Travel related cost (mileage, lodging, meals)	-		-					
Conferences/training	-		-					
Customer incentives	-		-					
Support Services	-		-					
Work Experience	-		-					
OJT Employer reimbursement/training wages	-		-					
Customized Training	-		-					

Exhibit B (A)
Page 5 of 10

Contract Period: 7/1/2008 thru 6/30/2009

Contract #: _____

Amendment #: _____
Modification #: _____

[illegible]

Exhibit B (A)
Page 6 of 10

Contract Period: 7/1/2008 thru 6/30/2009

Contract #: _____

E-Mail:

Amendment #: _____
Modification #: _____

Complete Budget Summary and all Schedule forms separately for each program.

***Use additional pages if needed.
Carry Totals to last page**

EMPLOYER EXPENSES CONTRIBUTIONS AND BENEFITS

FICA			-				
State Unemployment Insurance			-				
Workers Compensation			-				
Other (Please list)			-				
Employer Benefits Subtotal		-	-	-	-	-	-
Total Personnel Costs (Salaries and Benefits)		-	-	-	-	-	-

Exhibit B (A)
Page 7 of 10

Contract Period: 7/1/2008 thru 6/30/2009

Contract #: _____

Amendment #: _____
Modification #: _____

[illegible]

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
WORKFORCE INVESTMENT ACT
CUSTOMER INVESTMENT PLAN
REVENUE LISTING**

Exhibit B (A)
Page 8 of 10

Amendment #: _____
Modification #: _____

WIA TITLE I ADULT BUDGET

Contract #: _____

Contractor Name: _____

Prepared By: _____ Phone: _____

List all revenue coming to the WorkSource (include foundation grants and donations)

	Revenue Source (Grant Title)	Dollar Amount	Grant Period Month/Day/Year
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
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TOTAL		-	

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
WORKFORCE INVESTMENT ACT

Amendment #: _____

Modification #: _____

PERSONNEL JOB DESCRIPTION

(Complete a separate form for each program title/budgeted position)

CONTRACTOR NAME: _____

PROGRAM: WIA TITLE I ADULT PROGRAM

POSITION TITLE: _____

Directions: Provide a concise summary of job responsibilities/technical skills for each position charged to this program. Separate duties under Administrative or Program, Core, Intensive and Training subheadings.

(Use a separate form for each position budgeted/Attach add'l forms as needed.)

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
WORKFORCE INVESTMENT ACT

Exhibit B (A)
Page 10 of 10

Amendment #: _____
Modification #: _____

CONSULTANT JOB DESCRIPTION

(Complete a separate form for each program title/budgeted position)

CONTRACTOR: _____

PROGRAM: WIA TITLE I ADULT PROGRAM

POSITION TITLE: _____

Directions: Provide a concise summary of job responsibilities/technical skills for each position charged to this program. Separate duties under Administrative or Program, Core, Intensive and Training subheadings.

(Use a separate form for each position budgeted/Attach add'l forms as needed.)

EXHIBIT B (DW)

FY 2008-2009

WIA TITLE I
DISLOCATED WORKER BUDGET

☒ BUDGET INFORMATION SUMMARY

☒ LINE ITEM BUDGET

LEGAL NAME OF CONTRACTOR: _____

CONTRACT #: _____

AMENDMENT #: _____

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
WORKFORCE INVESTMENT ACT**

Exhibit B (DW)
Page 1 of 10

**BUDGET INFORMATION SUMMARY
WIA TITLE I DISLOCATED WORKER PROGRAM BUDGET**

Legal Name of Contractor: _____

Contract Period: 7/1/2008 thru 6/30/2009

Aka WorkSource Center Name: _____

Contract #: _____

Prepared by: _____

Phone: _____

E-Mail: _____

Amendment #: _____
Modification #: _____

A. COST ACTIVITY SUMMARY

PROGRAM ACTIVITY	LEVERAGED RESOURCES (NON-WIA FUNDED)	WIA AMOUNT BUDGETED	% ALLOCATED
Core A			
Core B			
Intensive			
*Training/Tuition			
**Other Training Services			
Administrative Costs			
TOTAL COSTS		\$0	0.00%

* Training/Tuition includes ITA, OJT and Customized Training tuition costs

** Other training services includes any training service other than tuition such as in-house staff training, training materials and supportive services that enable a person to attend training

B. MONTHLY EXPENDITURES OF PROGRAM COSTS BY ACTIVITY (NON-CUMULATIVE)

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Core A													-
Core B													-
Intensive													-
Training/Tuition													-
Training Services													-
Admin. Cost													-
TOTALS	-	-	-	-	-	-	-	-	-	-	-	-	-

C. ALLOCATIONS BY SUPERVISORIAL DISTRICT

Supervisory District I	Supervisory District II	Supervisory District III	Supervisory District IV	Supervisory District V	Total
					\$ -

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
WORKFORCE INVESTMENT ACT**

**Exhibit B (DW)
Page 2 of 10**

**LINE ITEM BUDGET SUMMARY
WIA TITLE I DISLOCATED WORKER PROGRAM BUDGET**

Legal Name of Contractor: _____ **Contract Period:** 7/1/2008 thru 6/30/2009

Aka WorkSource Center Name: _____ **Contract #:** _____

Prepared by: _____ **Phone:** _____ **E-Mail:** _____ **Amendment #:** _____

Modification #: _____

Complete Budget Summary and all Schedule forms separately for each program.

LINE ITEM EXPENDITURES	TOTAL WIA COST	ADMIN. COST ≤3%	PROGRAM COST (A+B+C+D+E)	CORE A (A)	CORE B (B)	INTENSIVE (C)	TRAINING TUITION (D)	OTHER TRNG. SVCS. (E)
PERSONNEL COSTS								
Salary and Wages	-		-					
Fringe Benefits	-		-					
Sub-Total Personnel Costs	-	-	-	-	-	-	-	-
NON-PERSONNEL COSTS								
Facility (Rent/Lease)	-		-					
Tenant Improvements (not included in lease)	-		-					
Utilities (telephone, ISP, gas, electricity, water)	-		-					
Janitorial Services/Maintenance Repairs	-		-					
Equipment Purchase (Purchase/Lease)	-		-					
Indirect Cost Rate - attach current approved letter from Cognizant Agency	-		-					
Office Supplies	-		-					

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
WORKFORCE INVESTMENT ACT

LINE ITEM BUDGET SUMMARY

WIA TITLE I DISLOCATED WORKER PROGRAM BUDGET

Legal Name of Contractor: _____

Contract Period: 7/1/2008 thru 6/30/2009

Aka WorkSource Center Name: _____

Contract #: _____

Prepared by: _____

Phone: _____

E-Mail: _____

Amendment #: _____
Modification #: _____

Complete Budget Summary and all Schedule forms separately for each program.

LINE ITEM EXPENDITURES	TOTAL WIA COST	ADMIN. COST ≤3%	PROGRAM COST (A+B+C+D+E)	CORE A (A)	CORE B (B)	INTENSIVE (C)	TRAINING/ TUITION (D)	OTHER TRNG. SVCS. (E)
NON-PERSONNEL COSTS								
Resource Room Materials	-		-					
Testing Materials (e.g. Background Checks)	-		-					
Advertising/Marketing	-		-					
Insurance (name specific insurances charged)	-		-					
Travel related cost (mileage, lodging, meals)	-		-					
Conferences/training	-		-					
Customer incentives	-		-					
Support Services	-		-					
Work Experience	-		-					
OJT Employer reimbursement/training wages	-		-					
Customized Training	-		-					

Legal Name of Contractor:	
Contract Period:	7/1/2008 thru 6/30/2009

Aka WorkSource Center Name: _____

Contract #: _____

Prepared by: _____

Phone: _____

E-Mail: _____

Amendment #: _____

Amendment #: _____
Modification #: _____

Complete Budget Summary and all Schedule forms separately for each program.

[illegible]

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
WORKFORCE INVESTMENT ACT**

Exhibit B (DW)
Page 6 of 10

PERSONNEL SCHEDULE

WIA TITLE I DISLOCATED WORKER PROGRAM BUDGET

Legal Name of Contractor: _____ Contract Period: 7/1/2008 thru 6/30/2009

Aka WorkSource Center Name: _____ Contract #: _____

Prepared by: _____ Phone: _____ E-Mail: _____ Amendment # _____
Modification # _____

Complete Budget Summary and all Schedule forms separately for each program.

POSITION TITLE (1 STAFF PER LINE)	ANNUAL SALARY RATE (A)	% TIME SPENT (B)	TOTAL WIA COST (A x B)	WIA COST ADMIN. 53%	PROGRAM COST (C+D+E+F)	CORE A (C)	CORE B (D)	INTENSIVE (E)	OTHER TRNG. SVCS. (F)
			-		-				
			-		-				
			-		-				
			-		-				
			-		-				
			-		-				
			-		-				
			-		-				
			-		-				
			-		-				
*Use additional pages if needed. Carry Totals to last page		Salary Subtotals	-	-	-	-	-	-	-
EMPLOYER EXPENSES CONTRIBUTIONS AND BENEFITS									
FICA					-				
State Unemployment Insurance					-				
Workers Compensation					-				
Other (Please list)					-				
Employer Benefits Subtotal					-	-	-	-	-
Total Personnel Costs (Salaries and Benefits)					-	-	-	-	-

Legal Name of Contractor:	Contract Period:
	7/1/2008 thru 6/30/2009

Aka WorkSource Center Name: _____

Contract #: _____

Prepared by: _____

Phone: _____

E-Mail: _____

Amendment #: _____

Modification #: _____

Complete Budget Summary and all Schedule forms separately for each program.

POSITION TITLE (1 STAFF PER LINE)	SALARY RATE (A)	TIME SPENT (B)	TOTAL WIA COST (A x B)	ADMIN. COST 53%	PROGRAM COST (C+D+E+F)	CORE A (C)	CORE B (D)	INTENSIVE (E)	OTHER TRNG. SVCS. (F)
			-		-				
			-		-				
			-		-				
			-		-				
			-		-				
			-		-				
			-		-				
			-		-				
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			-		-				
			-		-				
			-		-				
			-		-				
			-		-				
			-		-				
*Use additional pages if needed Carry Totals to last page			Salary Totals	-	-	-	-	-	-

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
WORKFORCE INVESTMENT ACT
CUSTOMER INVESTMENT PLAN
REVENUE LISTING**

Exhibit B (DW)
Page 8 of 10

Amendment #: ____
Modification #: ____

WIA TITLE I DISLOCATED WORKER PROGRAM BUDGET

Contract #: _____

Contractor Name: _____

Prepared By: _____ Phone: _____

List all revenue coming to the WorkSource (include foundation grants and donations)

	Revenue Source (Grant Title)	Dollar Amount	Grant Period Month/Day/Year
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
TOTAL		-	

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
WORKFORCE INVESTMENT ACT

Amendment #: _____

Modification #: _____

PERSONNEL JOB DESCRIPTION

(Complete a separate form for each program title/budgeted position)

CONTRACTOR NAME: _____

PROGRAM: WIA TITLE I DISLOCATED WORKER PROGRAM

POSITION TITLE: _____

Directions: Provide a concise summary of job responsibilities/technical skills for each position charged to this program. Separate duties under Administrative or Program, Core, Intensive and Training subheadings.

(Use a separate form for each position budgeted/Attach add'l forms as needed.)

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
WORKFORCE INVESTMENT ACT

Exhibit B (DW)

Page 10 of 10

Amendment #: _____

Modification #: _____

CONSULTANT JOB DESCRIPTION

(Complete a separate form for each program title/budgeted position)

CONTRACTOR: _____

PROGRAM: WIA TITLE I DISLOCATED WORKER PROGRAM

POSITION TITLE: _____

Directions: Provide a concise summary of job responsibilities/technical skills for each position charged to this program. Separate duties under Administrative or Program, Core, Intensive and Training subheadings.

(Use a separate form for each position budgeted/Attach add'l forms as needed.)

PERFORMANCE REQUIREMENT SUMMARY (PRS) CHART

WIA Adult and Dislocated Worker Programs- WorkSource Centers

Required Service	Performance Indicator	Service Standard	Maximum Deviation from AQL	Points Deducted for failure to meet AQL
Accessibility: Services must be easily accessible to job seekers and employers	Accessible by public transportation	Centrally located and accessible by public transportation	Zero deviation	Maximum Allowed
Customer-Focused	Customer satisfaction	Streamlined integrated service delivery	15%	5
Simple Goals and Processes	The system must have well defined goals and processes	Goals and processes are measurable, accountable and easy to understand	15%	5
Continuous Improvement	The system is capable of collecting and reviewing performance data	Customer Satisfaction	15%	10
Linkage and referral to partner agency program services	Formal MOUs establishing access to services	Enhanced accessibility to services	15%	10
WIA Eligibility Services	Eligibility documents in participant file	WIA Eligibility Technical Assistance Guide	15%	10
Participant Enrollments	Monthly MIS reports	Performance Indicator Matrix	15%	10
Comprehensive Assessment	Assessment documentation in the participant file	LA County principles on assessment	15%	10
Individual Employment Plan (IEP)	IEP is supported by Assessment documentation	Customer Satisfaction and Successful completion rates	15%	10
Supportive Services	Participant File and fiscal records	Based on documented need	15%	10
Participant Follow-up	Participant file and MIS records	WIA participant Forms Handbook	15%	10
Established MOUs and RSAs with Partner Agencies	Executed documents submitted to CSS	WIA law and regulations	15%	10
Performance Measures for Adult and Dislocated Workers	The Collaborative must meet the WIA Performance Measures outcomes	The State negotiated and approved goals	15%	10
Reporting Requirements	Fiscal Monthly Invoice and Participant Reporting	Fiscal establish deadline; MIS not more than 30 days	15%	10

EXHIBIT C

Contractor is in compliance with the Standard Terms and Conditions	Client/Staff complaints. 100% monitoring and review	100% adherence to Contract requirements	0 %	10
Contractor achieved at a minimum the Required DOL Performance Measures	MIS/WIB reports/WIA Program Required Matrix	Adhere to Performance Indicators Matrix Exhibit B	15%	10
Contractor achieved at a minimum the required LACWIB Contract Performance Measures	MIS/WIB reports/WIA Program Required Matrix	Adhere to Performance Indicators Matrix Exhibit B	15%	10
Contractor submitted participant reporting requirements On a monthly and timely basis.	MIS Reports/WIA documentation	Adhere to Exhibit A Statement of Work	15%	10
Contractor submitted fiscal invoices on a monthly basis	Invoices/Program Accounting Tracking Logs	Adhere to Exhibit A Statement of Work	15%	10
Contractor expended at least 85% of allocated funds	Invoices/Program Accounting Tracking Logs	Adhere to Exhibit A Statement of Work	15%	10
Contractor is in compliance with federal uniform administrative requirements	OMB Circulars A-110, A-102, 29 CFR part 95 and CFR Part 97	Adheres to State and Local Administrative Policies and Procedures	15%	10
Contractor is in Compliance with federal Audit requirements	OMB Circular A-133 and 29, CFR Part 96	Most recent Audit Report Verifies compliance	15%	10

**FY 2008-09 WIA PROGRAM REQUIRED MATRIX
ADULT PROGRAM**

Contract No. _____
Amendment No. _____
Modification No. _____

Agency: _____

I. WIA CUMULATIVE ENROLLMENTS AND EXITS	Adult			
	7/1/08-9/30/08	10/1/08-12/31/08	1/1/09-3/30/09	4/1/09-6/30/09
A. New Enrollments				
B. WIA Carryovers from Prior Year*				
C. Total Enrollments (A+B=C)	0	0	0	0
D. Total Unsubsidized Placements				
D-1. Total Training-Related Placements				
E. Total Exits				

* After the first quarter, this number should remain the same.

** Last quarter exits must equal total program enrollments.

Program Service Components				
II. TOTAL WIA CUMULATIVE ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	7/1/08-9/30/08	10/1/08-12/31/08	1/1/09-3/30/09	4/1/09-6/30/09
A. WIA Core A Total Visits (duplicated) ***				
B. WIA Core B Total Enrollments				
C. WIA Intensive Enrollments				
- WIA Experience				
D. WIA Training Total Enrollments				
- Adult Basic Ed /GED				
- Customized Training				
- Job Readiness				
- On-the-Job Training				
- Vocational Training (ITA's)				

*** Duplicated visits are the total number of visits expected, not the number of persons who visit the Center. One client who visits the Center five times represents 5 duplicated visits.

Adult Standard Measures								
III. QUARTERLY EXIT PERFORMANCE INDICATORS (Non-Cumulative)	7/1/08-9/30/08	10/1/08-12/31/08	1/1/09-3/30/09	4/1/09-6/30/08	7/1/09-9/30/09	10/31/09-12/31/09	1/10/10-3/30/10	4/1/10-6/30/10
A. Participant Exits ¹								
B. Number of Exiters who received training services								
C. Entry into unsubsidized employment ² (C = A x .78)								
D. Attained recognized credential by achievement of education or occupational skills ³ (D = B x .59)								
E. Retention in unsubsidized employment six months after entry into employment ⁴ (E = C x .83)								
F. Earnings received in unsubsidized employment six months after entry into employment ⁵								

In order to meet performance measures, all fractions must be rounded up to the next highest whole number.

¹ Numbers are not cumulative and reflect the number of participants who exit per quarter.

² The Performance Standard for this measure is 78% of participants who exit per quarter (i.e., "C" divided "A" must equal 78%).

³ The Performance Standard for this measure is 59% of participants who exit and receive training must receive a diploma or credential in the third quarter after exit (i.e., "D" divided by "B" must equal 59%)

⁴ The Performance Standard for this measure is 83% of the participants who were placed must still be employed in the third quarter after exit (i.e., "E" divided by "C" must equal 83%).

⁵ The Performance Standard for this measure is a \$3,535 earnings gain over the second and third quarters after exit.

Adult Common Measures								
IV. QUARTERLY EXIT PERFORMANCE INDICATORS (Non-Cumulative)	7/1/08-9/30/08	10/1/08-12/31/08	1/1/09-3/30/09	4/1/09-6/30/09	7/1/09-9/30/09	10/1/09-12/31/09	1/1/10-3/30/10	4/1/10-6/30/10
A. Participant Exits ¹								
B. Entry into unsubsidized employment ² (B = A x .78)								
C. Retention in unsubsidized employment six months after entry into employment ³ (C = B x .83)								
D. Average Earnings of those participants who are employed in the 1 st , 2 nd , and 3 rd quarters after the exit quarter. Standard = \$12,500								

¹ Numbers are not cumulative and reflect the number of participants who exit per quarter.

² The Performance Standard for this measure is 78% of participants who exit per quarter (i.e., "C" divided by "A" must equal 78%).

³ The Performance Standard for this measure 83% of the participants who were placed must still be employed in the third quarter after exit (i.e., "C" divided by "B" must equal 83%).

⁴ The Performance Standard for this measure is \$12,500. Average Earnings = Total earnings in the 2nd plus total earnings in the 3rd quarters after the exit quarter divided by the number of participants who exit during the quarter.

**FY 2008-09 WIA PROGRAM REQUIRED MATRIX
DISLOCATED WORKER PROGRAM**

Contract No. _____
Amendment No. _____
Modification No. _____

Agency: _____

I. WIA CUMULATIVE ENROLLMENTS AND EXITS	Dislocated Worker			
	7/1/08- 9/30/08	10/1/08- 12/31/08	1/1/09- 3/30/09	4/1/09- 6/30/09
A. New Enrollments				
B. WIA Carryovers from Prior Year*				
C. Total Enrollments (A+B=C)	0	0	0	0
D. Total Unsubsidized Placements				
D-1. Total Training-Related Placements				
E. Total Exits				

* After the first quarter, this number should remain the same.

** Last quarter exits must equal total program enrollments.

Program Service Components				
II. TOTAL WIA CUMULATIVE ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	7/1/08- 9/30/08	10/1/08- 12/31/08	1/1/09- 3/30/09	4/1/09- 6/30/09
A. WIA Core A Total Visits (duplicated) ***				
B. WIA Core B Total Enrollments				
C. WIA Intensive Enrollments				
- WIA Experience				
D. WIA Training Total Enrollments				
- Adult Basic Ed /GED				
- Customized Training				
- Job Readiness				
- On-the-Job Training				
- Vocational Training (ITA's)				

*** Duplicated visits are the total number of visits expected, not the number of persons who visit the Center. One client who visits the Center five times represents 5 duplicated visits.

Dislocated Worker Standard Measures								
III. QUARTERLY EXIT PERFORMANCE INDICATORS (Non-Cumulative)	7/1/08- 9/30/08	10/1/08- 12/31/08	1/1/09- 3/30/09	4/1/09- 6/30/08	7/1/09- 9/30/09	10/31/09- 12/31/09	1/10/10- 3/30/10	4/1/10- 6/30/10
A. Participant Exits ¹								
B. Number of Exiters who received training services								
C. Entry into unsubsidized employment ² (C = A x .86)								
D. Attained recognized credential by achievement of education or occupational skills ³ (D = B x .69)								
E. Retention in unsubsidized employment six months after entry into employment ⁴ (E = C x .88)								
F. Earnings received in unsubsidized employment six months after entry into employment ⁵ 96%								

In order to meet performance measures, all fractions must be rounded up to the next highest whole number.

¹ Numbers are not cumulative and reflect the number of participants who exit per quarter.

² The Performance Standard for this measure is 86% of participants who exit per quarter (i.e., "C" divided "A" must equal 86%).

³ The Performance Standard for this measure is 69% of participants who exit and receive training must receive a diploma or credential in the third quarter after exit (i.e., "D" divided by "B" must equal 69%)

⁴ The Performance Standard for this measure is 88% of the participants who were placed must still be employed in the third quarter after exit (i.e., "E" divided by "C" must equal 88%).

⁵ The Performance Standard for this measure is that participants will be earning 96% of their pre-dislocated wage over the second and third quarters after exit.

Dislocated Worker Common Measures								
IV. QUARTERLY EXIT PERFORMANCE INDICATORS (Non-Cumulative)	7/1/08- 9/30/08	10/1/08- 12/31/08	1/1/09- 3/30/09	4/1/09- 6/30/09	7/1/09- 9/30/09	10/1/09- 12/31/09	1/1/10- 3/30/10	4/1/10- 6/30/10
A. Participant Exits ¹								
B. Entry into unsubsidized employment ² (B= A x .86)								
C. Retention in unsubsidized employment six months after entry into employment ³ (C = B x .88)								
D. Average Earnings of those participants who are employed in the 1 st , 2 nd , and 3 rd quarters after the exit quarter. Standard = \$15,900								

¹ Numbers are not cumulative and reflect the number of participants who exit per quarter.

² The Performance Standard for this measure is 86% of participants who exit per quarter (i.e., "C" divided by "A" must equal 86%).

³ The Performance Standard for this measure 88% of the participants who were placed must still be employed in the third quarter after exit (i.e., "C" divided by "B" must equal 88%).

⁴ The Performance Standard for this measure is \$15,900. Average Earnings = Total earnings in the 2nd plus total earnings in the 3rd quarters after the exit quarter divided by the number of participants who exit during the quarter.

FY 2008-09 WIA ADULT FUNDING DISTRIBUTION

	I	II	III	IV	V	Total
REGIONAL WORKFORCE GROUP (RWGs)						
City of Compton CareerLink	0	395,720	0	0	0	395,720
Hub Cities Consortium	829,143	260,187	0	0	0	1,089,330
H.S. Consortium of the East San Gabriel Valley dba LA Works	520,448	0	0	194,548	404,837	1,119,833
Southeast Area Social Services Authority (SASSFA)	252,761	0	0	448,383	0	701,144
West San Gabriel Valley Consortium dba Career Partners	623,498	0	0	0	339,263	962,761
Sub-Total	2,225,850	655,907	0	642,931	744,100	4,268,788
WORKSOURCE CENTERS						
Antelope Valley Workforce Development Consortium	0	0	0	0	306,165	306,165
Career Planning Center, Inc. West LA	0	0	271,416	21,553	0	292,969
City of Palmdale	0	0	0	0	180,070	180,070
El Proyecto del Barrio	0	0	98,921	0	0	98,921
Jewish Vocational Service (satellite)	0	0	149,668	0	0	149,668
Los Angeles Community College District - LA Mission College	0	0	122,824	0	0	122,824
Los Angeles Urban League - Pomona	329,726	0	0	0	0	329,726
Managed Care Solutions, Inc. API Mini Center	0	0	0	0	91,893	91,893
Arbor E&T (RFP)	832,340	0	0	0	0	832,340
Chicana Service Action Center (RFP)	279,205	0	0	0	0	279,205
Goodwill Industries (RFP)	490,064	0	0	0	28,413	518,477
Los Angeles Urban League - South Central (RFP)	0	693,731	0	0	0	693,731
Sub-Total	1,931,335	693,731	642,829	21,553	606,541	3,895,989
OTHER WORKFORCE INVESTMENT BOARDS						
Carson, Lomita , Torrance Workforce Investment Network	0	0	0	0	0	0
City of Pasadena - Foothill Workforce Investment Board	0	0	0	0	94,156	94,156
City of Hawthorne for South Bay Workforce Investment Board	0	0	0	0	0	0
Sub-Total	0	0	0	0	94,156	94,156
WIA Adult Total	4,157,185	1,349,638	642,829	664,484	1,444,797	8,258,933

FY 2008-09 WIA DISLOCATED WORKER FUNDING DISTRIBUTION

	I	II	III	IV	V	Total
REGIONAL WORKFORCE GROUP (RWGs)						
City of Compton Careerlink	0	246,076	0	0	0	246,076
Hub Cities Consortium	417,197	183,596	0	0	0	600,793
H.S. Consortium of the East San Gabriel Valley dba LA Works	374,052	0	0	209,456	587,235	1,170,743
Southeast Area Social Services Authority (SASSFA)	222,722	0	0	338,036	0	560,758
West San Gabriel Valley Consortium dba Career Partners	332,641	0	0	0	213,057	545,698
Sub-Total	1,346,612	429,672	0	547,492	800,292	3,124,068
WORKSOURCE CENTERS						
Antelope Valley Workforce Development Consortium	0	0	0	0	269,393	269,393
Career Planning Center, Inc West LA pending assignment to JVS	0	25,538	90,943	16,728	0	133,209
City of Palmdale	0	0	0	0	128,475	128,475
El Proyecto del Barrio	0	0	41,537	0	0	41,537
Jewish Vocational Service (satellite)	0	0	83,753	0	0	83,753
Los Angeles Community College District-LA Mission College	0	0	181,203	0	0	181,203
Los Angeles Urban League - Pomona	290,758	0	0	0	0	290,758
Manage Care Solutions, Inc API Mini -Center	0	0	0	0	53,047	53,047
Arbor E&T (RFP)	331,444	0	0	0	0	331,444
Chicana Service Action Center (RFP)	144,508	0	0	0	0	144,508
Goodwill Industries (RFP)	232,628	0	0	0	24,431	257,059
Los Angeles Urban League - South Central (RFP)	0	430,739	0	0	0	430,739
Sub-Total	999,338	456,277	397,436	16,728	475,346	2,345,125
OTHER WORKFORCE INVESTMENT BOARDS						
Carson, Lomita Torrance Workforce Investment Network (abeyance)	0	0	0	0	0	0
City of Pasadena - Foothill Workforce Investment Board	0	0	0	0	65,825	65,825
City of Hawthorne for South Bay workforce Investment Board (abeyance)	0	0	0	0	0	0
Sub-Total	0	0	0	0	65,825	65,825
Service Providers Total	2,345,950	885,949	397,436	564,220	1,341,463	5,535,018

ATTACHMENT D

WIA ADULT AND DISLOCATED WORKER PROGRAM FY 2008-2009 Minority/Participation/Ownership of Firms/Agencies/Entities Percent Minority/Women Participation

FIRM /AGENCY/ ENTITY	Ownership	Partnership	Board Members	Staff
Arbor Education and Training	N/A	N/A	10%/52%	63%/20%
Antelope Valley Workforce Development Consortium	N/A	N/A	33%/33%	45%/68%
Chicana Service Action Center	N/A	N/A	12%/8%	86%/60%
City of Compton-Compton CareerLink	N/A	N/A	100%/33%	100%/72%
City of Palmdale dba South Valley WorkSource Center	N/A	N/A	N/A	80%/100%
City of Pasadena-Foothill Workforce Investment Board	N/A	N/A	48%/32%	58%/75%
El Proyecto Del Barrio	N/A	N/A	100%/100%	75%/33%
Goodwill Industries of Southern California/EI Monte	N/A	N/A	44%/20%	77%/49%
H.S. Consortium of the East San Gabriel Valley dba LA Works	N/A	N/A	33%/17%	72%/72%
Hub Cities Consortium	N/A	N/A	20%/0%	100%/80%
Jewish Vocational Services	N/A	N/A	100%/83%	100%/100%
Jewish Vocational Services-West LA/Marina del Rey	N/A	N/A	100%/83%	56%/82%
Los Angeles Community College District for L.A. Mission College	N/A	N/A	57%/29%	56%/47%
Los Angeles Urban League-Pomona	N/A	N/A	81%/36%	95%/80%
Los Angeles Urban League-South Central	N/A	N/A	66%/33%	100%/86%
Managed Care Solutions, Inc. API Mini-Center	50% 0%	N/A	N/A	91%/63%
Southeast Area Social Services Funding Authority (SASSFA)	N/A	N/A	46%/0%	53%/74%
Southeast Area Social Services Funding Authority (SASSFA) - Paramount	N/A	N/A	46%/0%	53%/74%
West San Gabriel Valley Consortium dba Career Partners-Rosemead	N/A	N/A	33%/67%	50%/50%